



# भारत का राजपत्र The Gazette of India

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

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भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

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भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

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वित्त मंत्रालय  
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 28 सितम्बर, 2022

**का.आ. 919.**—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 19 की उप-धारा (2) के उपबंध इंडियन बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध एएसआरईसी (इंडिया) लिमिटेड की चुकता पूंजी के 30% से अधिक राशि का शेयर धारित करने से है।

2. यह छूट 31 मार्च, 2023 तक लागू रहेगी।

[फा. सं. 7/11/2022-बीओए-1]  
ज्ञानोत्तोष राय, अवर सचिव

**MINISTRY OF FINANCE****(Department of Financial Services)**

New Delhi, the 28th September, 2022

**S.O. 919.**— In exercise of the powers conferred by sub-section (1) of section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-section (2) of section 19 of the said Act, shall not apply to Indian Bank, in so far as they relate to its holding shares of an amount exceeding thirty percent. of the paid-up capital of ASREC (India) Limited.

2. This exemption shall be in force till 31st March, 2023.

[F. No. 7/11/2022-BOA.I]

JNANATOSH ROY, Under Secy.

**विदेश मंत्रालय****(सी.पी.वी. प्रभाग)**

नई दिल्ली, 28 सितम्बर, 2022

**का.आ. 920.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत के राजदूतवास ओस्लो में श्री आलोक कुमार शाण्डिल्य और श्री विपिन आनंद, सहायक अनुभाग अधिकारियों को दिनांक 28 सितम्बर, 2022 से सहायक कौंसुलर अधिकारियों के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी.4330/01/2022 (40)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

**MINISTRY OF EXTERNAL AFFAIRS****(CPV Division)**

New Delhi, the 28th September, 2022

**S.O. 920.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Alok Kumar Shandilya and Shri Vipin Anand, both Assistant Section Officers as Assistant Consular Officers in the Embassy of India, Oslo to perform the consular services as Assistant Consular Officer with effect from September 28, 2022.

[F. No. T.4330/01/2022 (40)]

S.R.H FAHMI, Dy. Secy. (Consular)

नई दिल्ली, 28 सितम्बर, 2022

**का.आ. 921.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत के राजदूतवास मनिला में विक्रम सिंह नेगी, सहायक अनुभाग अधिकारी को दिनांक 28 सितम्बर, 2022 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी.4330/01/2022 (41)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

New Delhi, the 28th September, 2022

**S.O. 921.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Vikram Singh Negi, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Manila to perform the consular services as Assistant Consular Officer with effect from September 28, 2022.

[F. No. T.4330/01/2022 (41)]

S.R.H FAHMI, Dy. Secy. (Consular)

नई दिल्ली, 30 सितम्बर, 2022

**का.आ. 922.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत के राजदूतवास कोपेनहेगन में आनंद पटेल, सहायक अनुभाग अधिकारी को दिनांक 30 सितम्बर, 2022 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2022 (42)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

New Delhi, the 30th September, 2022

**S.O. 922.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Anand Patel, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Copenhagen to perform the consular services as Assistant Consular Officer with effect from September 30, 2022.

[F. No. T. 4330/01/2022 (42)]

S.R.H FAHMI, Dy. Secy. (Consular)

## सड़क परिवहन और राजमार्ग मंत्रालय

### (हिंदी अनुभाग)

नई दिल्ली, 18 जुलाई, 2022

**का.आ. 923.**—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में क्षेत्रीय कार्यालय, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, मुंबई जिसके 80% से अधिक कर्मचारियों ने हिंदी कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-12012/2/2017-विविध/हिंदी]

कमलेश चतुर्वेदी, संयुक्त सचिव

## MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

### (Hindi Section)

New Delhi, the 18th July, 2022

**S.O. 923.**—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notify Regional Office, National Highway Authority of India, Mumbai where of more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-12012/2/2017-Misc./Hindi]

KAMLESH CHATURVEDI, Jt. Secy.

नई दिल्ली, 18 जुलाई, 2022

**का. आ. 924.**—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में क्षेत्रीय कार्यालय, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, नागपुर, जिसके 80% से अधिक कर्मचारियों ने हिंदी कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-12012/2/2017-विविध/हिंदी]

कमलेश चतुर्वेदी, संयुक्त सचिव

New Delhi, the 18th July, 2022

**S.O. 924.**—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notify Regional Office, National Highway Authority of India, Nagpur where of more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-12012/2/2017-Misc./Hindi]

KAMLESH CHATURVEDI, Jt. Secy.

**इस्पात मंत्रालय**

नई दिल्ली, 11 अप्रैल, 2022

**का. आ. 925.**—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र में दिनांक 6 अप्रैल, 2019 को प्रकाशित भारत सरकार, इस्पात मंत्रालय की दिनांक 26 मार्च 2019, की अधिसूचना सं.का.आ. 489 को उन बातों के सिवाय अधिक्रमित करते हुए, जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है, केंद्र सरकार, नीचे दी गई सारणी के स्तम्भ (1) में उल्लिखित अधिकारी, जो भारत सरकार के राजपत्रित अधिकारी के समतुल्य श्रेणी के अधिकारी हैं, को उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) में तत्संबंधी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के संबंध में अपने अधिकार क्षेत्र की स्थानीय सीमाओं में उक्त अधिनियम के तहत या उसके द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सम्पदा अधिकारी को सौंपे गए कर्तव्यों का निष्पादन करेंगे, अर्थात्:—

**सारणी**

अधिकारी का पदनाम (1)	सरकारी स्थानों की श्रेणियां और अधिकार क्षेत्र की स्थानीय सीमाएं (2)
वरिष्ठ प्रबंधक (वैद्युत) ग्रेड-ई3 बिसरा स्टोन लाइम कंपनी लिमिटेड (बीएसएलसी) मौजा, गौतम नगर में प्लॉट सं. 428/3855, जयदेव नगर, लुईस रोड नागेश्वर टांगी भुवनेश्वर- 751002.	मैसर्स बिसरा स्टोन लाइम कंपनी लिमिटेड द्वारा स्वाधिकृत अथवा पट्टे पर धारित सभी कार्यालय, परिसर, कारखाने, संयंत्र, अतिथिगृह कार्यशालाएं रेलवे साइडिंग्स, प्रयोगशालाएं, एक्सप्लोसिव मैगजीन, व्यावसायिक प्रशिक्षण केन्द्र, अस्पताल एवं औषधालय, रिहायशी आवास अथवा निवास स्थान, भूमि जो निम्नलिखित में से किसी भी क्षेत्र में पड़ते हों:- (i) बीरमित्रपुर और राऊरकेला सुंदरगढ़ जिला, ओडिशा; और (ii) कोलकाता, जिला-कोलकाता, पश्चिम बंगाल.

[फा. सं. 10(14)/2021-बीजीसी]

नीरज अग्रवाल, निदेशक

**MINISTRY OF STEEL**

New Delhi, the 11th April, 2022

**S.O. 925.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the Ministry of Steel number S.O. 489, dated 26th March 2019, published in the Gazette of India, dated the 6th April, 2019, except as respects things done or omitted in the done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of Gazetted Officer of Government of India, to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in the Corresponding entry in column (2) of the said Table, namely:—

**TABLE**

Designation of Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Senior Manager (Electrical) Grade: E3 The Bisra Stone Lime company Limited (BSLC). Plot No. 428/3855 at Mouza, Goutam Nagar, Jayadev Nagar, Lewis Road, Nageswar Tangi, Bhubaneswar-751002.	All offices, premises, factories, plants, guest houses, workshops, railway sidings, laboratories, explosive magazines, vocational training centers, hospital or dispensaries, residential quarters or accommodation, land owned or held on lease by M/s Bisra Stone Lime Company Limited, falling in any of the following areas:-  (i) Birmatrapur and Rourkela Sundergarh District, Odisha; and  (ii) Kolkata, District- Kolkata, West Bengal.

[F. No. 10(14)/2021-BGC]

NEERAJ AGRAWAL, Director

**वाणिज्य और उद्योग मंत्रालय****(उद्योग संवर्धन और आंतरिक व्यापार विभाग)**

नई दिल्ली, 27 जून, 2022

**का.आ. 926.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उद्योग संवर्धन और आंतरिक व्यापार विभाग के अधीन निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. केन्द्रीय लुग्दी और कागज अनुसंधान संस्थान, सहारनपुर, उ.प्र.।
2. राष्ट्रीय सीमेंट एवं भवन सामग्री परिषद्, बल्लभगढ़, हरियाणा।
3. राष्ट्रीय डिजाइन संस्थान, कुरुक्षेत्र, हरियाणा।
4. भारतीय रबड़ विनिर्माता अनुसंधान संघ, ठाणे, महाराष्ट्र।

[फा. सं. ई- 11017/3/2022-हिंदी]

राजेश कुमार सिंह, संयुक्त सचिव

**MINISTRY OF COMMERCE AND INDUSTRY****(Department for Promotion of Industry and Internal Trade)**

New Delhi, the 27th June, 2022

**S.O. 926.**—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following offices under administrative control of

Department for Promotion of Industry & Internal Trade whose more than 80% staff have acquired working knowledge of Hindi:

1. Central Pulp & Paper Research Institute (CPPRI), Saharanpur, U.P.
2. National Council for Cement and Building Materials (NCCBM), Ballabhgarh, Haryana.
3. National Institute of Design (NID), Kurukshetra, Haryana.
4. Indian Rubber Manufacturers Research Association (IRMRA), Thane, Maharashtra.

[F. No. E-11017/3/2022-Hindi:]

RAJESH KUMAR SINGH, Jt. Secy.

नई दिल्ली, 27 जुलाई, 2022

**का.आ. 927.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उद्योग संवर्धन और आंतरिक व्यापार विभाग के अधीन कार्यालय, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

राष्ट्रीय डिजाइन संस्थान (एनआईडी), पालडी, अहमदाबाद, गुजरात

[फा. सं. ई- 11017/3/2022-हिंदी]

राजेश कुमार सिंह, संयुक्त सचिव

New Delhi, the 27th July, 2022

**S.O. 927.**—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the office under administrative control of Department for Promotion of Industry & Internal Trade, whose more than 80% staff have acquired working knowledge of Hindi:

National Institute of Design (NID), Paldi, Ahmedabad, Gujarat.

[F. No. E-11017/3/2022-Hindi]

RAJESH KUMAR SINGH, Jt. Secy.

नई दिल्ली, 17 अगस्त, 2022

**का.आ. 928.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उद्योग संवर्धन और आंतरिक व्यापार विभाग के अधीन निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. पेटेंट कार्यालय, एस.एम. रोड, एन्टॉप हिल, मुंबई
2. पेटेंट कार्यालय, बौद्धिक संपदा भवन, सेक्टर-14, द्वारका, नई दिल्ली
3. पेटेंट कार्यालय, बौद्धिक संपदा भवन, जी.एस.टी.रोड, गिंडी, चेन्नई
4. व्यापार चिह्न रजिस्ट्री, बौद्धिक संपदा भवन, एन्टॉप हिल, मुंबई
5. व्यापार चिह्न रजिस्ट्री, बौद्धिक संपदा भवन, सेक्टर-14, द्वारका, नई दिल्ली
6. व्यापार चिह्न रजिस्ट्री, बौद्धिक संपदा भवन, घाटलोदिया, अहमदाबाद (गुजरात)
7. राजीव गाँधी राष्ट्रीय बौद्धिक संपदा प्रबंधन संस्थान, सिविल लाईन्स, नागपुर, महाराष्ट्र

[फा. सं. ई- 11017/3/2022-हिंदी]

राजेश कुमार सिंह, संयुक्त सचिव

New Delhi, 17th August, 2022

**S.O. 928.**—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following offices under administrative control of

Department for Promotion of Industry & Internal Trade whose more than 80% staff have acquired working knowledge of Hindi:

1. Patent Office, Boudhik Sampada Bhawan, S.M. Road, Antop Hill, Mumbai
2. Patent Office, Boudhik Sampada Bhawan, Plot No. 32, Sector-14, Dwarka, New Delhi
3. Patent Office, Boudhik Sampada Bhawan, G.S.T. Road, Guindy, Chennai
4. Trade Marks Registry, Boudhik Sampada Bhawan, S.M. Road, Antop Hill, Mumbai
5. Trade Marks Registry, Boudhik Sampada Bhawan, Plot No. 32, Sector-14, Dwarka, New Delhi
6. Trade Marks Registry, Boudhik Sampada Bhawan, Ghatlodia, Ahmedabad
7. Rajiv Gandhi Institute of Intellectual Property Management, Civil Lines, Nagpur, Maharashtra

[F. No. E-11017/3/2022-Hindi]

RAJESH KUMAR SINGH, Jt. Secy.

### कोयला मंत्रालय

नई दिल्ली, 7 अक्टूबर, 2022

**का.आ. 929.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2909(अ), तारीख 27 जून, 2022 द्वारा जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii), तारीख 27 जून, 2022 में प्रकाशित की गई थी, उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र में 51.590 एकड़ (लगभग) या 20.878 हेक्टेयर (लगभग) माप वाली भूमि में और ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और ओडिशा सरकार से परामर्श करने के पश्चात, यह समाधान हो गया है कि इससे उपाबद्ध अनुसूची में यथा वर्णित 51.590 एकड़ (लगभग) या 20.878 हेक्टेयर (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 51.590 एकड़ (लगभग) या 20.878 हेक्टेयर (लगभग) या माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एमसीएल/एसए/एसबीओसीपी/जीपी(डब्ल्यू)-ईएक्सटीएन/9(1)/2022/24, तारीख 21 जुलाई, 2022 का निरीक्षण कलेक्टर, जिला-अंगुल, ओडिशा - 759122 के कार्यालय में या कोयला नियंत्रक, कोयला नियंत्रक संस्थान, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या निदेशक (कार्मिक), महानदी कोलफील्ड्स लिमिटेड, डाकघर - जागृति विहार, बुर्ला, जिला संबलपुर- 768020, ओडिशा के कार्यालय में किया जा सकता है।

### अनुसूची

गोपाल प्रसाद ( पश्चिम) कोल ब्लॉक

(जिला-अंगुल, राज्य- ओडिशा)

[रेखांक संख्या एमसीएल/एसए/एसबीओसीपी/जीपी (डब्ल्यू)-ईएक्सटीएन/9(1)/2022/24, तारीख 21 जुलाई, 2022]

सभी अधिकार:

सुभद्रा ओपन कास्ट परियोजना (प्रतिवर्ष 25 मिलियन टन) के लिए गोपालप्रसाद (पश्चिम) की सीमा वर्णन पूर्व अधिसूचना के बाद प्राप्त किए जाने वाले प्रस्ताव के लिये विस्तारित भूमि का विवरण।

क्रम सं.	ग्राम का नाम	कोयला ब्लॉक का नाम	ग्राम का संख्यांक	थाना	तहसील	जिला	अर्जित क्षेत्र (एकड़ में)	टिप्पणी
1.	कांकरेई	गोपालप्रसाद (पश्चिम)	174	निशा	छेंदीपदा	अंगुल	51.590	भाग
कुल क्षेत्र :		51.590						

कुल क्षेत्र : 51.590 एकड़ (लगभग) या 20.878 हेक्टेयर (लगभग)

ग्राम कांकरेई में अर्जित किए गए प्लॉट संख्यांक:

### 1. कांकरेई:

1870 (भाग), 1870/2065 (भाग), 1870/2068 (भाग), 1870/2068/2550 (भाग), 1870/2068/2663 (भाग), 1870/2071 (भाग), 1870/2072 (भाग), 1870/2076 (भाग), 1870/2076/2384 (भाग), 1870/2076/2385 (भाग), 1870/2076/2386 (भाग), 1870/2076/2387 (भाग), 1870/2076/2387 (भाग), 1870/2076/2581, 1870/2076/2582, 1870/2077 (भाग), 1870/2080 (भाग), 1870/2081, 1870/2081/2684, 1870/2081/2721, 1870/2082 (भाग), 1870/2082/2664 (भाग), 1870/2093, 1870/2094, 1870/2094/2436, 1870/2094/2616, 1870/2094/2617, 1870/2094/2618, 1870/2094/2684, 1870/2094/2685, 1870/2094/2706, 1870/2094/2707, 1870/2094/2708, 1870/2096 (भाग), 1870/2194, 1870/2196, 1870/2323, 1870/2567 और 1870/2625.

### सीमा विवरण:

रेखा क-ख: प्लॉट संख्या 2067 पर बिन्दु 'क' रेखा से शुरू होती है और ग्राम कांकरेई के प्लॉट 2065 और 2419 की सीमा पर स्थित बिन्दु 'ख' पर मिलती है।

रेखा ख-ग: प्लॉट संख्या 2065 पर बिन्दु 'ख' रेखा से शुरू होती है और ग्राम कांकरेई के प्लॉट संख्या 2081 की सीमा पर स्थित बिन्दु 'ग' पर मिलती है।

रेखा ग-घ: ग्राम कांकरेई और बालीचन्द्रपुर के सीमा पर बिन्दु 'ग' रेखा से शुरू होती है और कांकरेई और बालीचन्द्रपुर ग्राम की सीमा पर बिन्दु 'घ' पर मिलती है।

रेखा घ-ङ: ग्राम कांकरेई और बालीचन्द्रपुर सीमा पर बिन्दु 'घ' रेखा से शुरू होती है और कांकरेई ग्राम के प्लॉट संख्या 1870 के ऊपर के प्लॉट संख्या 2194 और 2196 से होती हुई और बिन्दु 'ङ' पर मिलती है।

रेखा ङ-च: प्लॉट संख्या 1870 पर बिन्दु 'ङ' रेखा से शुरू होती है और ग्राम कांकरेई के (प्लॉट- 1870) सड़क पर स्थित बिन्दु 'च' पर मिलती है।

रेखा- च-क: (प्लॉट-1870) सड़क पर स्थित बिन्दु 'च' रेखा से शुरू होती है और ग्राम कांकरेई के प्लॉट संख्या 2067 पर बिन्दु 'क' से मिलती है।

[फा. सं. 43015/07/2021-एलएण्डआईआर]

राम शिरोमणि सरोज, निदेशक



**MINISTRY OF COAL**

New Delhi, the 7th October, 2022

**S.O. 929.**—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 2909(E), dated the 27th June, 2022, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 27th June 2022, the Central Government gave notice of its intention to acquire the land measuring 51.590 acres (approximately) or 20.878 hectares (approximately) and all rights in or over such lands specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting to the Government of Odisha is satisfied that the lands measuring 51.590 acres (approximately) or 20.878 hectares (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 51.590 acres (approximately) or 20.878 hectares (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number MCL/SA/SBOCP/GP(W)-EXTN./9(1)/2022/24, dated the 21st July, 2022 of the area covered by this notification may be inspected at the office of the Collector, District Angul, Odisha-759122 or at the office of the Coal Controller, Coal Controller's Organisation, Ministry of Coal, 1, Council House Street, Kolkata-700 001 or at the office of the Director (Personnel), Mahanadi Coalfields Limited, Post Office - Jagruti Vihar, Burla, District Sambalpur-768020, Odisha.

**SCHEDULE****Gopalprasad (West) Coal Block****(District- Angul, State- Odisha)**

[Plan bearing number MCL/SA/SBOCP/GP(W)-EXTN./9(1)/2022/24, dated the 21st July, 2022]

All Rights:

Land details of proposed area for extended land beyond earlier notified boundary within block boundary of Gopalprasad (West) coal block for Subhadra Open Cast Project (25 Million Tonne per year)								
Serial number	Name of Village	Name of the Coal Block	Village number	Thana	Tahasil	District	Area acquired (in acres)	Remark
1.	Kankarei	Gopalprasad (West)	174	Nisha	Chhendi-pada	Angul	51.590	Part
<b>Total area:</b>						<b>51.590</b>		

Total area: 51.590 acres (approximately) or 20.878 hectares (approximately).

Plot numbers acquired in the village Kankarei:

1870 (P), 1870/2065 (P), 1870/2068 (P), 1870/2068/2550 (P), 1870/2068/2663 (P), 1870/2071 (P), 1870/2072 (P), 1870/2076(P), 1870/2076/2384 (P), 1870/2076/2385 (P), 1870/2076/2386 (P), 1870/2076/2387 (P), 1870/2076/2387 (P), 1870/2076/2581, 1870/2076/2582, 1870/2077 (P), 1870/2080 (P), 1870/2081, 1870/2081/2684, 1870/2081/2721, 1870/2082 (P), 1870/2082/2664 (P), 1870/2093, 1870/2094, 1870/2094/2436, 1870/2094/2616, 1870/2094/2617, 1870/2094/2618, 1870/2094/2684, 1870/2094/2685, 1870/2094/2706, 1870/2094/2707, 1870/2094/2708, 1870/2096 (P), 1870/2194, 1870/2196, 1870/2323, 1870/2567 and 1870/2625.

Boundary Description:

Line A-B: Line starts from point 'A' at plot number 2067 and meet at point 'B' situated over the boundary of plot numbers 2065 and 2419 of village Kankarei.

Line B-C: Line starts from point 'B' at plot number 2065 and meet at point 'C' at plot number 2081 of village boundary of Kankarei.

Line C-D: Line starts from point 'C' of village boundary of Kankarei and Balichandrapur and meet at point 'D' at village boundary of Kankarei and Balichandrapur.

Line D-E: Line starts from point 'D' at village boundary of Kankarei and Balichandrapur and running over the plot numbers 2194 and 2196 up to over the plot number 1870 of village Kankarei and meet at point 'E'.

Line E-F: Line starts from point 'E' at plot number 1870 and meet at point 'F' road (1870- plot) of village Kankarei.

Line F-A: Line starts from point 'F' situated over the road (1870- plot) and meet at point 'A' at plot number 2067 of village Kankarei.

[F. No. 43015/07/2021-LA&IR]

RAM SHIROMANI SAROJ, Director

नई दिल्ली, 7 अक्तूबर, 2022

**का.आ. 930.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2921(अ), तारीख 28 जून, 2022, जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii), तारीख 28 जून, 2022 में प्रकाशित की गई थी, द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में 77.832 एकड़ (लगभग) या 31.498 (लगभग) माप वाली भूमि में और ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और ओडिशा सरकार से परामर्श करने के पश्चात, यह समाधान हो गया है कि इससे संलग्न अनुसूची में यथा वर्णित 77.832 एकड़ (लगभग) या 31.498 (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 77.832 एकड़ (लगभग) या 31.498 (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या एमसीएल/एसए/ एसबीओसीपी/यूए-एलओ/9(1)/2022/21, तारीख 21 जुलाई, 2022 का निरीक्षण कलेक्टर, जिला-अंगुल, ओडिशा- 759122 के कार्यालय में या कोयला नियंत्रक, कोयला नियंत्रक संस्थान, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या निदेशक (कार्मिक), महानदी कोलफील्ड्स लिमिटेड, डाकघर-जागृति विहार, बुर्ला, जिला संबलपुर- 768020, ओडिशा के कार्यालय में किया जा सकता है।

**अनुसूची**  
**उत्कल – ए कोयला ब्लॉक**  
**(जिला अंगुल, राज्य – ओडिशा)**

[रिखांक संख्या एमसीएल/एसए/ एसबीओसीपी/यूए-एलओ/9(1)/2022/21, तारीख 21 जुलाई, 2022]

सभी अधिकार:

सुभद्रा ओपनकास्ट परियोजना (25 मिलियन टन प्रतिवर्ष) के लिए उत्कल-ए कोयला ब्लॉक के अधीन अधिग्रहित किए जाने वाले बचे हुए प्लॉटों और प्लॉट क्षेत्र के प्रस्तावित क्षेत्र का भूमि विवरण।

क्रम सं.	ग्राम का नाम	कोयला ब्लॉक का नाम	ग्राम संख्या	थाना	तहसील	जिला	अर्जित क्षेत्र (एकड़ में)	टिप्पणी
1.	गोलागडिया	उत्कल-ए	171	निशा	छेंदीपदा	अंगुल	9.037	भाग
2.	छोटाबेरेनी		172	निशा	छेंदीपदा	अंगुल	35.835	पूर्ण
3.	कौन्सीढिप		173	निशा	छेंदीपदा	अंगुल	1.65	भाग
4.	राइझरण		170	निशा	छेंदीपदा	अंगुल	7.03	भाग
5.	कंकराई		174	निशा	छेंदीपदा	अंगुल	24.28	भाग
कुल क्षेत्र :							77.832	

कुल क्षेत्र: 77.832 एकड़ (लगभग) या 31.498 हेक्टर (लगभग)

अर्जित ग्राम-वार प्लॉट संख्यांक:

**1. गोलागडिया:**

270 (भाग), 270/314 (भाग) और 270/315(भाग).

**2. छोटाबेरेनी:**

3, 5 (भाग), 5/397 से 5/421, 5/462 से 5/473, 5/475, 5/630, 14 (भाग), 18 (भाग), 18/318 (भाग), 18/320 (भाग), 20/435, 31/432, 34/438, 36/437, 52 (भाग), 52/442, 52/445, 52/484, 56/340, 64 (भाग), 68, 69 (भाग), 70 (भाग), 73/486, 78/490, 84/396 (भाग), 85/509 (भाग), 150/488, 158/424, 169/426, 184 (भाग), 184/376, 184/436, 192 (भाग), 194/422, 194/427, 194/433, 194/444, 196/423, 196/431, 196/441, 198/429, 200, 200/364, 205 (भाग), 206 (भाग), 209 (भाग), 211/439, 211/440 और 327/430.

**3. कौन्सीढिपा:**

905, 938 (भाग), 1007/1192, 1070/1203(भाग), 1065(भाग) और 793/1179/1320.

**4. राइझरण:**

1850/2981, 1875(भाग), 1890/1998.

**5. कंकराई:**

729 (भाग), 731, 1747/2164 (भाग), 1765 (भाग), 1765/2220, 1765/2246, 1765/2262, 1765/2294, 1765/2701, 1769(भाग), 1774, 1780(भाग), 1781/2160, 1797 (भाग), 1798 (भाग), 1799

(भाग), 1799/2214, 1810 (भाग), 1818/2242, 1819 (भाग), 1870/2066 (भाग), 1870/2067 (भाग), 1893, 1896 (भाग), 1912 (भाग), 1912/2149 और 1924/2063.

### सीमा विवरण:

दर्शाए गए सभी बचे हुए प्लॉट और प्लॉट क्षेत्र उत्कल-ए ब्लॉक की पूर्व अधिसूचित सीमा के भीतर हैं।

क-ख: रेखा बिन्दु 'क' से आरंभ होकर दक्षिणी दिशा की ओर ग्राम गोलागड़िया की प्लॉट संख्या 314,315 के साथ-साथ चलती है और छोटोबेरेनी ग्राम की सीमा के पश्चिमी किनारे से होकर गुजरती है इसके बाद कौन्सीढिप और राईझरण ग्राम के बीच से गुजरती हुई ग्राम राईझरण की प्लॉट संख्या 1875 पर बिन्दु 'ख' से मिलती है।

ख-ग: रेखा बिन्दु 'ख' से आरंभ होती है और दक्षिणी दिशा की ओर बढ़ती हुई ग्राम राईझरण की प्लॉट संख्या 1928 पर बिन्दु 'ग' से मिलती है।

ग-घ: ग्राम राईझरण बिन्दु 'ग' पर पहुँचने के बाद रेखा पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1930 और 2175 होकर आगे बढ़ती है तथा ग्राम कंकरेई की प्लॉट संख्या 2173 पर बिन्दु 'घ' से मिलती है।

घ-ङ: वही रेखा बिन्दु 'घ' से उत्तर दिशा की ओर मुड़ती है, प्लॉट संख्या 2173 और 2178 पर जाती हुई ग्राम कंकरेई के बिन्दु 'ङ' पर मिलती है।

ङ-च: वही रेखा बिन्दु 'ङ' से उत्तर-पश्चिम दिशा की ओर आगे बढ़ती हुई ग्राम कंकरेई के प्लॉट संख्या 2181 के मध्य से गुजरती हुई बिन्दु 'च' पर मिलती है।

च-छ: बिन्दु 'च' से उत्तर दिशा की ओर ग्राम कंकरेई की प्लॉट संख्या 1848, 1689 और 747 से होकर गुजरती है। यह रेखा ग्राम कंकरेई की ग्राम सीमा से गुजरती हुई कौन्सीढिप में प्रवेश करती है और उसी ग्राम की प्लॉट संख्या 808 और 800 की ओर बढ़ती हुई छोटोबेरेनी ग्राम सीमा में प्रवेश करती है और उसी ग्राम की प्लॉट संख्या 193,138 और 338 से होकर गुजरती हुई बिन्दु 'छ' पर मिलती है।

छ-ज: रेखा उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 386 के बिन्दु 'ज' पर मिलती है।

ज-झ: रेखा बिन्दु 'ज' से दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 386 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लॉट संख्या 386 के किनारे के बिन्दु 'झ' पर मिलती है।

झ-ञ: रेखा बिन्दु 'झ' से आरंभ होती है और पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 84 तथा 386 के किनारे के बिन्दु 'ञ' पर मिलती है।

ञ-ट: रेखा बिन्दु 'ञ' से आरंभ होती है और दक्षिण दिशा की ओर प्लॉट संख्या 84 की पूर्वी सीमा के साथ-साथ चलती हुई बिन्दु 'ट' पर मिलती है।

ट-ठ: बिन्दु पुनः 'ट' से आगे बढ़ती है और पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 353 की उत्तरी सीमा से गुजरती हुई बिन्दु 'ठ' पर मिलती है।

ठ-ड: रेखा बिन्दु 'ठ' से आरंभ होती है और प्लॉट संख्या 91 की पूर्वी सीमा के साथ दक्षिणी दिशा की ओर मूड़कर के बिन्दु 'ड' पर पहुँचती है।

ड-ढ: रेखा बिन्दु 'ड' से पूर्व दिशा की ओर प्लॉट संख्या 94 की उत्तरी सीमा से चलती हुई आगे बढ़ती हुई बिन्दु 'ढ' पर मिलती है।

ढ-ण-त-थ-द: वही रेखा बिन्दु 'ढ' से आरंभ होती है और प्लॉट 96 की चारों सीमाओं के साथ-साथ चलती हुई उसी बिन्दु 'ढ' पर मिलती है।

- ढ-धः पुनः यह रेखा बिन्दु 'ढ' से आरंभ होती है और प्लॉट संख्या 94 की पूर्वी सीमा के साथ दक्षिणी दिशा की ओर से मुड़कर के बिन्दु 'ध' पर मिलती है।
- ध-नः रेखा बिन्दु 'ध' से आगे बढ़ते हुए प्लॉट संख्या 95 की उत्तरी सीमा से गुजरती हुई बिन्दु 'न' पर मिलती है।
- न-पः रेखा बिन्दु 'न' से आगे बढ़ती हुई प्लॉट संख्या 95 की पूर्वी सीमा के साथ दक्षिणी दिशा की ओर मुड़ती है और 'प' पर मिलती है जो प्लॉट संख्या 95 का दक्षिणी-पूर्व किनारा है।
- प-फः रेखा बिन्दु 'प' से आरंभ होती है और ग्राम सड़क के उत्तरी किनारे की ओर पूर्व दिशा की ओर मुड़ती है और बिन्दु 'फ' पर मिलती है।
- फ-बः पुनः वही रेखा बिन्दु 'फ' से आगे बढ़ती है और उत्तर दिशा की ओर से मुड़ती है। प्लॉट संख्या 97 की पश्चिमी सीमा से होकर गुजरती है और बिन्दु 'ब' पर मिलती है।
- ब-भः रेखा बिन्दु 'ब' से आरंभ होती है, प्लॉट संख्या 97 के उत्तरी सीमा के साथ आगे बढ़ती है और उत्तर-पूर्व दिशा की ओर मुड़ती है तथा बिन्दु 'भ' पर मिलती है जो ग्राम कंकरेई और छोटाबेरेनी की सम्मिलित सीमा है।
- भ-म-य-रः वही रेखा उत्तर दिशा की ओर मुड़ती है और कंकरेई तथा छोटाबेरेनी की सम्मिलित ग्राम सीमा से गुजरती हुई बिन्दु 'म-य' से आगे बढ़ती हुई उसी ग्राम कंकरेई, छोटाबेरेनी और जयपुर आरक्षित वन के त्रि-जंक्शन स्तंभ के बिन्दु 'र' पर मिलती है।
- र-कः वही रेखा नाला के केन्द्र और उसी दिशा में चलती हुई छोटाबेरेनी और गोलगड़िया ग्राम सीमा के उत्तरी भाग के साथ बिन्दु त, त1, त2, त3, त4, त5, त6, त7, त8, त9, त10, त11, त12, त13, त14, त15, त16, त17, त18 से होकर आगे बढ़ती हुई और बिन्दु 'क' पर मिलती है जहां से सीमा आरंभ होती है।

[फा. सं. 43015/08/2021-एलएण्डआईआर]

राम शिरोमणि सरोज, निदेशक

New Delhi, the 7th October, 2022

**S.O. 930.**—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 2921(E), dated the 28th June, 2022, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 28th June, 2022, the Central Government gave notice of its intention to acquire 77.832 acres (approximately) or 31.498 hectares (approximately) lands and all rights in or over such lands specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting to the Government of Odisha is satisfied that the lands measuring 77.832 acres (approximately) or 31.498 hectares (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 77.832 acres (approximately) or 31.498 hectares (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number MCL/SA/SBOCP/UA-LO/9(1)/2022/21, dated the 21<sup>st</sup> July, 2022 of the area covered by this notification may be inspected at the office of the Collector, District Angul, Odisha - 759122 or at the office of the Coal Controller, Coal Controller's Organisation, 1, Council House Street, Kolkata-700 001 or at the office of the Director (Personnel), Mahanadi Coalfields Limited, Post Office - Jagruti Vihar, Burla, District Sambalpur-768020, Odisha.

**SCHEDULE****Utkal- A Coal Block****(District- Angul, State- Odisha)**[ Plan bearing number: MCL/SA/SBOCP/UA-LO/9(1)/2022/21, dated the 21<sup>st</sup> July, 2022]

All Rights:

Land details of proposed area towards left over plots and plot area to be acquired under Utkal-A coal block for Subhadra Open Cast Project (25 million tonne per year).

Sr. No.	Name of village	Name of the coal block	Village number	Thana	Tahasil	District	Area acquired (in acres)	Remark
1.	Golagadia	Utkal- A	171	Nisha	Chhendipada	Angul	9.037	Part
2.	Chhotabereni		172	Nisha	Chhendipada	Angul	35.835	Full
3.	Kaunsidhipa		173	Nisha	Chhendipada	Angul	1.65	Part
4.	Raijharan		170	Nisha	Chhendipada	Angul	7.03	Part
5.	Kankarei		174	Nisha	Chhendipada	Angul	24.28	Part
Total area:							77.832	

Total area: 77.832 acres (approximately) or 31.498 hectares (approximately).

Village wise plots acquired:

**1. Golagadia:**

270 (P), 270/314 (P) and 270/315 (P).

**2. Chhotabereni:**

3, 5 (P), 5/397 to 5/421, 5/462 to 5/473, 5/475, 5/630, 14 (P), 18 (P), 18/318(P), 18/320 (P), 20/435, 31/432, 34/438, 36/437, 52 (P), 52/442, 52/445, 52/484, 56/340, 64 (P), 68, 69 (P), 70 (P), 73/486, 78/490, 84/396 (P), 85/509 (P), 150/488, 158/424, 169/426, 184 (P), 184/376, 184/436, 192 (P), 194/422, 194/427, 194/433, 194/444, 196/423, 196/431, 196/441, 198/429, 200, 200/364, 205 (P), 206 (P), 209 (P), 211/439, 211/440 and 327/430.

**3. Kaunsidhipa:**

905, 938 (P), 1007/1192, 1070/1203 (P), 1065 (P) and 793/1179/1320.

**4. Raijharan:**

1850/2981, 1875 (P) and 1890/1998.

**5. Kankarei:**

729(P), 731, 1747/2164(P), 1765(P), 1765/2220, 1765/2246, 1765/2262, 1765/2294, 1765/2701, 1769(P), 1774, 1780(P), 1781/2160, 1797(P), 1798(P), 1799(P), 1799/2214, 1810(P), 1818/2242, 1819(P), 1870/2066(P), 1870/2067(P), 1893, 1896(P), 1912(P), 1912/2149 and 1924/2063.

**Boundary Description:**

All the left over plots and plot areas of the villages are within the earlier notified boundary of Utkal-A block.

A-B: The line starts from point 'A' proceeds towards south direction through plot numbers 314, 315 of village Golagadia and crossing west edge of village boundary of Chhotabereni then proceeds through middle of village Kaunsidhipa with Raijharan and reach at point 'B' of plot number 1875 of village Raijharan.

- B-C: The line start from point 'B' and proceeds towards south direction and meet at point 'C' over the plot number 1928 of village Raijharan.
- C-D: After reaching at point 'C' of village Raijharan the line turns towards east direction and proceeds through plot numbers 1930 and 2175 and meet at point 'D' at plot number 2173 of village Kankarei.
- D-E: The same line turn towards north direction from the point 'D' and proceeds over the plot numbers 2173 and 2178 and meet at point 'E' of village Kankarei.
- E-F: The same line proceeds from point 'E' towards north-west direction crossing middle of plot number 2181 of village Kankarei and meet at point 'F'.
- F-G: From point 'F' the line proceeds towards north direction through plot numbers 1848, 1689 and 747 of village Kankarei, the same line passes the village boundary of Kankarei and enter in Kaunsidhipa and proceeds plot numbers 808 and 800 of same village, the line enter the village boundary of Chhotabereni and meet at point 'G' through plot numbers 193, 138 and 338 of same village.
- G-H: The line turns towards north east direction and meet at point 'H' of plot number 386.
- H-I: From point 'H' the line turns towards south direction and proceeds through south boundary of plot number 386 and meet at point 'I' at corner point of plot number 386.
- I-J: The line starts from point 'I' and turns towards east direction and meet the point 'J' through corner boundary of plot numbers 84 and 386.
- J-K: The line starts from point 'J' and proceeds towards south direction through east boundary of plot number 84 and meet at point 'K'.
- K-L: Again the line proceeds from point 'K' and turn towards east direction and passes through north boundary of plot number 353 and meet at point 'L'.
- L-M: The line starts from point 'L' and turn towards south direction through east boundary of plot number 91 reach at point 'M'.
- M-N: The line proceeds from point 'M' towards east direction through north boundary of plot number 94 and meet at point 'N'.
- N-O-P-Q-N: The same line starts from point 'N' passes along the four boundaries of plot number 96 and meet at same point at 'N'.
- N-R: Again line starts from point 'N' and turn towards south direction along the point east boundary of plot number 94 and meet at point 'R'.
- R-S: From point 'R' the line turn towards east direction to meet point 'S' through north boundary of plot number 95.
- S-T: The line proceeds from point 'S' turns south direction along east boundary of plot number 95 and meet at point 'T', which is south east corner point of plot number 95.
- T-U: The line starts from point 'T' turns towards east direction along north edge of village road and join at point 'U'.
- U-V: Again the same line proceeds from point 'U' and turn towards north direction passes through west boundary plot number 97 and meet at point 'V'.
- V-W: The line starts from point 'V' proceeds along north boundary of plot number 97 and turn towards direction 'N'-'E' and meet at point 'W', which is common boundary of village Kankarei and Chhotabereni.
- W-X-Y-Z: The same line turn towards north direction and proceeds through common village boundary of Kankarei and Chhotabereni via 'X'-'Y' and meet at point 'Z' at tri junction pillars of same village Kankarei, Chhotabereni and Jaipur reserve forest.
- Z-A: The same line proceeds along center and same direction of nala and north part of village boundary of Chhotabereni and Golagadia through point P, P<sub>1</sub>, P<sub>2</sub>, P<sub>3</sub>, P<sub>4</sub>, P<sub>5</sub>, P<sub>6</sub>, P<sub>7</sub>, P<sub>8</sub>, P<sub>9</sub>, P<sub>10</sub>, P<sub>11</sub>, P<sub>12</sub>, P<sub>13</sub>, P<sub>14</sub>, P<sub>15</sub>, P<sub>16</sub>, P<sub>17</sub>, P<sub>18</sub> and meet at point 'A', from which the boundary was starts.

[F. No. 43015/08/2021-LA&amp;IR]

RAM SHIROMANI SAROJ, Director

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 19 सितम्बर, 2022

**का.आ. 931.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स श्रीलक्ष्मी इंटरप्राइजेज, त्रिपुनिथुरा, एर्नाकुलम, के प्रबंधन के संबद्ध नियोजकों और भारतीय निजी दूरसंचार मजदूर संघ (बीएमएस), बीएमएस स्टेट कमेटी, मरयिल लेन, एर्नाकुलम; केरल स्टेट मोबाइल टावर वर्कर्स यूनियन (सीटू) सी. कन्नन स्मारक हॉल, कन्नूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 20/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-40011/05/2022- आईआर-(डीयू)]

डी.के.हिमांशु, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi the 19th September, 2022

**S.O. 931.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2022) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s.Shreelakshmi Enterprises, Tripunithura, Ernakulam, and Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee, Marayil Lane, Ernakulam; Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall, Kannur, which was received along with soft copy of the Award by the Central Government on 8.07.2022.

[F. No. L-40011/05/2022- IR(DU)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, ERNAKULAM****Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer

(Wednesday the 27th day of April 2022, 5 Sravana 1944)

**ID No.20/2022**

- |                |   |    |   |
|----------------|---|----|---|
| Workmen/Unions | : | 1. | Bharatheeya Private Telecom<br>Mazdoor Sangh (BMS)<br>BMS State Committee<br>Marayil Lane<br>Ernakulam – 682018 |
|                |   | 2. | Kerala State Mobile Tower<br>Workers Union (CITU)<br>C. Kannan Smaraka Hall<br>Kannur – 670009                  |

Management : M/s.Shreelakshmi Enterprises

Asset Iris, 1st Floor  
North Fort Gate  
Tripunithura  
Ernakulam – 682301  
By Adv. P. Sathisan

This case coming up for final hearing on 27.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:



**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-40011/05/2022-IR(DU) dated 20.05.2022 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“1. Whether the demands of the Bharatheeya Private Telecom Mazdoor Sangh and Kerala State Mobile Tower Workers’ Union working in the establishment of Royal Command Protection Group (RCPG) on the issue of charter of demands are just? If yes, what relief the workmen are entitled to?

2. Whether the stand of the Management that the arrears of wage for the period after December 2021 shall not be paid on the ground that the Union members were not willing to perform jobs as instructed by the Management even after an agreement was entered between the parties with respect to the wage revision in December 2021, is justifiable? If not, what relief these workmen are entitled to?”

3. After receipt of the order of reference, notice was issued to the Unions as well as the Managements to appear on 27.07.2022. On 27.07.2022 the Counsel for the Management entered appearance and submitted a petition enclosing there with a copy of the settlement between the Unions and the Managements. It is seen that a long term settlement dt.27.05.2022 was entered into between the Unions and the Management in which the issues involved in the above references had already been settled. The learned Counsel for the Management therefore pleaded that an award may be passed taking on record the settlement between the parties and the proceedings may be closed. There is no representation for the Unions however it is seen from the Annexure 1 to the petition that the issues raised in the reference had already been settled between the Unions and the Management and no further issues remained for adjudication.

4. Hence an award is passed holding that the issues raised in the reference are settled between the Unions and the Management vide settlement dt.27.05.2022 and no dispute remains to be adjudicated in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27th day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2022

**का.आ. 932.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स रॉयल कमांड प्रोटेक्शन ग्रुप, कोच्चि, के प्रबंधन के संबद्ध नियोजकों और भारतीय निजी दूरसंचार मजदूर संघ (बीएमएस), बीएमएस स्टेट कमेटी, मरयिल लेन, एर्नाकुलम; केरल स्टेट मोबाइल टावर वर्कर्स यूनियन (सीटू) सी. कन्नन स्मारक हॉल, कन्नूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 19/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-40011/04/2022- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 19th September, 2022

**S.O. 932.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2022) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Royal Command Protection Group, Kochi, and Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee, Marayil Lane, Ernakulam ; Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall, Kannur, which was received along with soft copy of the Award by the Central Government on 8.07.2022.

[F. No. L-40011/04/2022- IR (DU)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT,**  
**ERNAKULAM**

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 27<sup>th</sup> day of April 2022, 5 Sravana 1944)

**ID No.19/2022**

Workmen/Unions:	1. Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee Marayil Lane Ernakulam – 682018
	2. Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall Kannur – 670009
Management :	M/s.Royal Command Protection Group Deepa, 34/141B, Chittupadikkara Arakkakadavu Road Edappaly Kochi – 682026  By Adv. P. Sathisan

This case coming up for final hearing on 27.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:

**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-40011/04/2022-IR(DU) dated 20.05.2022 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;
  - “1. Whether the demands of the Bharatheeya Private Telecom Mazdoor Sangh and Kerala State Mobile Tower Workers’ Union working in the establishment of Royal Command Protection Group (RCPG) on the issue of charter of demands are just? If yes, what relief the workmen are entitled to?
  2. Whether the stand of the Management that the arrears of wage for the period after December 2021 shall not be paid on the ground that the Union members were not willing to perform jobs as instructed by the Management even after an agreement was entered between the parties with respect to the wage revision in December 2021, is justifiable? If not, what relief these workmen are entitled to?”
3. After receipt of the order of reference, notice was issued to the Unions as well as the Managements to appear on 27.07.2022. On 27.07.2022 the Counsel for the Management entered appearance and submitted a petition enclosing there with a copy of the settlement between the Unions and the Managements. It is seen that a long term settlement dt.27.05.2022 was entered into between the Unions and the Management in which the issues involved in the above references had already been settled. The learned Counsel for the Management therefore pleaded that an award may be passed taking on record the settlement between the parties and the proceedings may be closed. There is no representation for the Unions however it is seen from the Annexure 1 to the petition that the issues raised in the reference had already been settled between the Unions and the Management and no further issues remained for adjudication.
4. Hence an award is passed holding that the issues raised in the reference are settled between the Unions and the Management vide settlement dt.27.05.2022 and no dispute remains to be adjudicated in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27<sup>th</sup> day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2022

**का.आ. 933.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स यूनिटेक एनर्जी सॉल्यूशंस (इंडिया) प्राइवेट लिमिटेड, यूनिटी आर्केड, ऑप। डेकाथलॉन, थायकूडम, वायटिला एर्नाकुलम, के प्रबंधन के संबद्ध नियोजकों और भारतीय निजी दूरसंचार मजदूर संघ (बीएमएस), बीएमएस स्टेट कमेटी, मरयिल लेन, एर्नाकुलम; केरल स्टेट मोबाइल टावर वर्कर्स यूनियन (सीटू) सी. कन्नन स्मारक हॉल, कन्नूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 21/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-40011/06/2022- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 19th September, 2022

**S.O. 933.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2022) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. UNITAC Energy Solutions (India) Pvt Ltd, Unity Arcade, Opp. Decathlon, Thykoodam, Vyttila Ernakulam, and Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee, Marayil Lane, Ernakulam ;Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall, Kannur, which was received along with soft copy of the Award by the Central Government on 8.07.2022.

[F. No. L-40011/06/2022- IR(DU)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 27<sup>th</sup> day of April 2022, 5 Sravana 1944)

**ID No.21/2022**

Workmen/Unions	:	1. Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee Marayil Lane Ernakulam – 682018  2. Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall Kannur – 670009
Management	:	M/s.UNITAC Energy Solutions (India) Pvt Ltd Unity Arcade, Opp. Decathlon Thykoodam, Vyttila Ernakulam – 682019  By Adv. P. Sathisan

This case coming up for final hearing on 27.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:

**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-40011/06/2022-IR(DU) dated 20.05.2022 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“1. Whether the demands of the Bharatheeya Private Telecom Mazdoor Sangh and Kerala State Mobile Tower Workers’ Union working in the establishment of Royal Command Protection Group (RCPG) on the issue of charter of demands are just? If yes, what relief the workmen are entitled to?

2. Whether the stand of the Management that the arrears of wage for the period after December 2021 shall not be paid on the ground that the Union members were not willing to perform jobs as instructed by the Management even after an agreement was entered between the parties with respect to the wage revision in December 2021, is justifiable? If not, what relief these workmen are entitled to?”

3. After receipt of the order of reference, notice was issued to the Unions as well as the Managements to appear on 27.07.2022. On 27.07.2022 the Counsel for the Management entered appearance and submitted a petition enclosing there with a copy of the settlement between the Unions and the Managements. It is seen that a long term settlement dt.27.05.2022 was entered into between the Unions and the Management in which the issues involved in the above references had already been settled. The learned Counsel for the Management therefore pleaded that an award may be passed taking on record the settlement between the parties and the proceedings may be closed. There is no representation for the Unions however it is seen from the Annexure 1 to the petition that the issues raised in the reference had already been settled between the Unions and the Management and no further issues remained for adjudication.

4. Hence an award is passed holding that the issues raised in the reference are settled between the Union and the Management vide settlement dt.27.05.2022 and no dispute remains to be adjudicated in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27th day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2022

**का.आ. 934.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हेसाल इंजीनियरिंग प्राइवेट लिमिटेड, ममंगलम, एर्नाकुलम, के प्रबंधन के संबंध में निम्नलिखित और भारतीय निजी दूरसंचार मजदूर संघ (बीएमएस), बीएमएस स्टेट कमेटी, मरयिल लेन, एर्नाकुलम; केरल स्टेट मोबाइल टावर वर्कर्स यूनियन (सीटू) सी. कन्नन स्मारक हॉल, कन्नूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 22/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-40011/07/2022- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 19th September, 2022

**S.O. 934.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2022) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Hessel Engineering Pvt Ltd, Mamangalam, Ernakulam, and Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee, Marayil Lane, Ernakulam ;Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall, Kannur, which was received along with soft copy of the Award by the Central Government on 8.07.2022.

[F. No. L-40011/07/2022- IR(DU)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT,**  
**ERNAKULAM**

Present: Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 27<sup>th</sup> day of April 2022, 5 Sravana 1944)

**ID No.22/2022**

Workmen/Unions	:	1. Bharatheeya Private Telecom Mazdoor Sangh (BMS) BMS State Committee Marayil Lane Ernakulam – 682018  2. Kerala State Mobile Tower Workers Union (CITU) C. Kannan Smaraka Hall Kannur – 670009
Management	:	M/s.Hessal Engineering Pvt Ltd Bldg No.33/334, 2 <sup>nd</sup> Floor Vilangadan Estate Mamangalam Ernakulam – 682025  By Adv. P. Sathisan

This case coming up for final hearing on 27.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:

**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-40011/07/2022-IR(DU) dated 20.05.2022 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“1. Whether the demands of the Bharatheeya Private Telecom Mazdoor Sangh and Kerala State Mobile Tower Workers’ Union working in the establishment of Royal Command Protection Group (RCPG) on the issue of charter of demands are just? If yes, what relief the workmen are entitled to ?

2. Whether the stand of the Management that the arrears of wage for the period after December 2021 shall not be paid on the ground that the Union members were not willing to perform jobs as instructed by the Management even after an agreement was entered between the parties with respect to the wage revision in December 2021, is justifiable ? If not, what relief these workmen are entitled to ? ”

3. After receipt of the order of reference, notice was issued to the Unions as well as the Managements to appear on 27.07.2022. On 27.07.2022 the Counsel for the Management entered appearance and submitted a petition enclosing there with a copy of the settlement between the Unions and the Managements. It is seen that a long term settlement dt.27.05.2022 was entered into between the Unions and the Management in which the issues involved in the above references had already been settled. The learned Counsel for the Management therefore pleaded that an award may be passed taking on record the settlement between the parties and the proceedings may be closed. There is no representation for the Unions however it is seen from the Annexure 1 to the petition that the issues raised in the reference had already been settled between the Unions and the Management and no further issues remained for adjudication.

4. Hence an award is passed holding that the issues raised in the reference are settled between the Union and the Management vide settlement dt.27.05.2022 and no dispute remains to be adjudicated in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27th day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2022

**का.आ. 935.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक भारत संचार निगम लिमिटेड, कन्नूर, बीएसएनएल भवन, दक्षिण बाजार, कन्नूर के प्रबंधन के संबद्ध नियोजकों और श्री थिलकराज एम. अध्यक्ष, बीएसएनएल वर्कर्स यूनियन, कन्नूर; श्री प्रकाश के.कन्नूर; श्री कमलक्षण के.कंदमकोविल हाउस, वायक्कारा, पदियोट्टुचल पोस्ट-पय्यान्नूर (वाया) कन्नूर; श्री टी. वी. कुन्हीरमन, थिवलप्पिल हाउस, पेरिथट्टा, पोरकुन्नू पी.ओ. एम एम बाजार, कन्नूर ; श्री करुणाकरण के.के.कदवथ कन्नूर हाउस, अन्नूर पीओ, पय्यन्नूर वाया, कन्नूर; श्री.पी.एम.जोसेफ, पैराथेपैथिकल हाउस, थेयेनी पीओ, चेरुपुझाविया, कासरगोड; श्री रवि पी., एरामम पी.ओ.पय्यान्नूर (वाया), कन्नूर; श्री के. कुमारन कूलरीकरण हाउस थाविदिसेरी, पोरक्कुन्नू पोस्ट, एम.एम.बाजार वाया, कन्नूर; श्री के. कुन्हीकृष्णन, आदियोदी सदनम, चलक्कोट्टू पी.ओ. कोरम वाया, पय्यान्नूर, कन्नूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम शुद्धिपत्र पंचाट के (संदर्भ संख्या 33/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 03.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-40011/46/2013- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 19th September, 2022

**S.O. 935.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Corrigendum Award (Ref. No. 33/2013) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Ltd, Kannur SSA, BSNL Bhavan, South Bazar, Kannur and Shri. Thilakaraj M. President, BSNL Workers Union. Kannur; Shri. Prakash K. Kannur ; Shri. Kamalakshan K. Kandamkivil House, Vayakkara, Padiyottuchal Post-Payyannur (Via) Kannur; Shri. T. V. Kunhiraman, Thaivalappil House, Perinthatta, Porakunnu P.O. Via M. M. Bazar Kannur; Shri. Karunakaran K.K. Kadavath Kambrath House, Annur P.O., Payyannur Via, Kannur; Shri. P.M. Joseph, Parathepathikal House, Theyyeni P.O., Cherupuzha Via, Kasaragod; Shri. Ravi P., Eramam P.O. Payyannur (Via), Kannur ; Shri. K. Kumaran Koolerikaran House Thavidisseri, Porakkunnu Post, M.M. Bazar Via, Kannur; Shri. K. Kunhikrishnan, Adiyodi Sadanam, Chalakkottu P.O. Koram Via, Payyannur, Kannur, Worker, which was received along with soft copy of the Corrigendum Award by the Central Government on 8.07.2022.

[F. No. L-40011/46/2013- IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

Present: Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Tuesday the 26<sup>th</sup> day of July 2022, 4 Sravana 1944)

#### ID No.33/2013

- |                   |   |    |   |
|-------------------|---|----|---|
| Workmen/Union     | : | 1. | Sri. Thilakaraj M.<br>President<br>BSNL Workers Union<br>Thachan House, Azhikkal P.O.<br>Kannur – 670009<br><br>By Adv.C. Anilkumar |
| Impleaded workmen | : | 2. | Sri. Prakash K.<br>Eramam P.O.<br>Payyannur (Via)   |

- Kannur – 670307
3. Sri. Kamalakshan K.  
Kandamkovil House  
Vayakkara, Padiyottuchal Post  
Payyannur (Via)  
Kannur – 670307
  4. Sri. T. V. Kunhiraman  
Thaivalappil House  
Perinthatta, Porakunnu P.O.  
Via M. M. Bazar  
Kannur – 670306
  5. Sri. Karunakaran K.K.  
Kadavath Kambrath House  
Annur P.O., Payyannur Via  
Kannur – 670307
  6. Shri. P.M. Joseph  
Parathepathikal House  
Theyyeni P.O., Cherupuzha Via  
Kasaragod – 670511
  7. Sri. Ravi P.  
Eramam P.O.  
Payyannur (Via)  
Kannur – 670307
  8. Sri. K. Kumaran  
Koolerikaran House  
Thavidisseri, Porakkunnu Post  
M.M. Bazar Via  
Kannur – 670306
  9. Sri.K. Kunhikrishnan  
Adiyodi Sadanam  
Chalakkottu P.O.  
Koram Via, Payyannur  
Kannur - 670307

By Adv.Rekha Vasudevan

Management :

The General Manager  
Bharat Sanchar Nigam Ltd  
Kannur SSA, BSNL Bhavan  
South Bazar, Kannur - 670002

By Adv.Saji Varghese

The IA for correction of name and address of 4th additional workman is heard and this Industrial Tribunal-cum-Labour Court on 26.07.2022 passed the following:

#### **CORRIGENDUM AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No.L-40011/46/2013-IR(DU) dated 25.06.2013 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  
“Whether the action of the management of BSNL, Kannur in denying social security measures, equal wages and regularization to the petty contractors engaged by them mere on the ground that they are contractors and not workmen is correct? To what relief they are entitled to?”
3. Award in I.D. no.33/2013 was passed by this Tribunal on 1ST October 2021 and the same was notified in the Gazette of India vide notification no.S.O.62 dt.11.01.2022. After the notification of the award by Govt of India in

the official Gazette of India, the 4th impleaded party filed an application stating that his name and address is wrongly mentioned in the award in the cause title. Further it was also pleaded that in the Appendix, Exhibits for Management, M2, his name is shown as Kunhiraman T.V instead of T. V. Kunhiraman. On verification of the ID file, it is seen that there is indeed a mistake in two places in the award as mentioned in the cause title as well as in the Appendix for exhibits. It is an inadvertent mistake that is crept in while finalizing the award. From the records of this Tribunal, it is clear that it is a mistake that happened in the registry of this Tribunal and therefore no separate notice is issued to the parties.

4. Hence in the cause title, the impleaded workman no.4 shall be read as “Sri.T. V. Kunhiraman, Thaivalappil House, Perinthatta, Porakunnu P.O., Via M. M. Bazar, Kannur - 670306 ” instead of Sri. P. Kunhiraman, Perinthatta P.O., Perakkunnu, (Via) M. M. Bazar, Kannur – 670306 and in the Appendix, exhibit for Management, M2 may be read as “True copy of compilation of documents showing the engagement of petty contractor Sri. T. V. Kunhiraman” instead of Sri. Kunhiraman T. V. The corrections are incorporated in the award. This will form part of the original award dt.01.10.2021.

The Corrigendum award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 26<sup>th</sup> day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 936.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पार्टनर, मैसर्स रेवती कंस्ट्रक्शन्स, तिरुवथिरा, वट्टियूरकावु, त्रिवेंद्रम, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री बैजू टी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 30/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-42025/07/2022-27-आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 936.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2021) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The Partner, M/s. Revathi Constructions, Thiruvathira, Vattiyoorkavu, Trivandrum, and Shri.Baiju T, Worker, which was received along with soft copy of the Award by the Central Government on 17.08.2022.

[F. No. L-42025/07/2022-27- IR(DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

Present: Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 20<sup>th</sup> day of July 2022, 29 Asadha 1944)

#### ID No.30/2021

Workman : Sri.Baiju T.  
26/1353, Panayil Veedu  
Panavila Road, GPO P.O.  
Trivandrum - 695001  
By Adv.Shamem M. S.  
Management : Partner



M/s.Revathi Constructions  
Thiruvathira  
VKRA-51/A, Vazhottukonam  
Vattiyoor kavu  
Trivandrum - 695013

This case coming up for final hearing on 20.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:

#### AWARD

1. The present industrial dispute is filed U/s 2A(2) of the Industrial Disputes Act, 1947.
2. The workman was employed under the Management. The workman was working with the Management at ISRO, Trivandrum as a gardner w.e.f. 03.04.2019. In the month of March 2020, the Management took over the contract of ISRO with all liabilities including the contract employees such as the workman. Due to Covid-19 pandemic and the consequent restrictions in movement and non availability of public transport, the applicant could not attend the work and the same was informed to the Management. When the workman started attending the work of the Management, the workman's entry pass was withheld. The workman filed an application U/s 12 of Industrial Disputes Act before Regional Labour Commissioner(Central) for his reinstatement and balance of wages with all service benefits. The conciliation proceedings ended in failure. In the ordinary circumstances the wage to an employee is given under Payment of Wages Act, 1936. During Covid restrictions the same was guided by instructions issued under the Disaster Management Act, 2005. The workman therefore pleaded that the Management may be directed to release the withheld salary from 04/2020 to -11/2020.
3. Summons was issued to the parties to the proceedings on 16.02.2021 directing them to appear on 25.03.2021. The summons was acknowledged by the parties concerned. There was no representation for the workman as well as the Management. The matter was thereafter posted on 11.08.2021, 05.10.2021, 08.10.2021, 05.01.2022, 24.03.2022, and finally on 20.07.2022. There was no representation either on the side of the workman nor on the side of the Management. No claim statement is also filed.
4. It is felt that the workman is not interested in pursuing the industrial dispute. There is no point in adjourning the matter further for appearance of the parties.
5. Hence a 'no dispute award' is passed holding that there is no merit in the claim of the workman.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 20<sup>th</sup> day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 937.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप निदेशक (अनुसंधान), क्षेत्रीय कॉफी अनुसंधान केंद्र, चुंडाले, कलपेट्टा, वायनाडी, के प्रबंधन के संबंध नियोजकों और सचिव, मालाबार एस्टेट वर्क्स यूनियन (आईएन टीयूसी) इंटक कार्यालय, मेप्पाडी पीओ वायनाड; महासचिव, वायनाड एस्टेट लेबर यूनियन (सीटू), व्याथिरी पीओ वायनाड; महासचिव, बीएमएस कार्यालय, क्षेत्रीय कॉफी अनुसंधान स्टेशन चुंडाले, कलपेट्टा, वायनाडी, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 05/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20.09.2022 को प्राप्त हुआ था।

[फा. सं. एल-42011/131/2014- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 937.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2015) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The Deputy Director (Research), Regional Coffee Research Station Chundale, Kalpetta, Wayanad, and The Secretary, Malabar Estate Workers Union (INTUC), INTUC Office, Meppadi P.O. Wayanad ; The General Secretary, Wayanad Estate Labour Union (CITU), Vythiri P.O. Wayanad; The General Secretary, BMS Office, Regional Coffee Research Station, Chundale, Kalpetta, Wayanad, which was received along with soft copy of the Award by the Central Government on 20.09.2022.

[F. No. L-42011/131/2014- IR (DU)]

D.K. HIMANSHU, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, ERNAKULAM

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Wednesday the 18th day of May 2022, 28 Vaisakha 1944)

#### ID No.05/2015

Workman/Unions	:	<ol style="list-style-type: none"> <li>1. The Secretary Malabar Estate Workers Union (INTUC) INTUC Office, Meppadi P.O. Wayanad - 673577</li> <li>2. The General Secretary Wayanad Estate Labour Union (CITU) Vythiri P.O. Wayanad – 673576</li> <li>3. The General Secretary BMS Office, Regional Coffee Research Station Chundale, Kalpetta Wayanad – 673123</li> </ol>
By Adv.C. Anil Kumar		
Management	:	The Deputy Director (Research) Regional Coffee Research Station Chundale, Kalpetta Wayanad – 673123  By M/s.Menon & Pai

This case coming up for final hearing on 08.03.2021 and 04.10.2021 and this Industrial Tribunal-cum-Labour Court on 18.05.2022 passed the following:

#### AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42011/131/2014-IR(DU) dated 15.01.2015 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  
 “Whether the action of the management of Regional Coffee Research Station, Chundale in treating the Coffee Board Staff and their plantation workers differently by following both Central and State Government pattern for the purpose of wages and service conditions, is justified and proper ? If not, what reliefs the 38 plantation workers are entitled to ? ”
3. Three unions, Malabar Estate Workers Union, Wayanad Estate Labour Union and BMS jointly filed the claim petition. The employees involved in this dispute are permanent mazdoors working in the Regional Coffee Research Station, Chundale which is functioning under Coffee Board. The research station started in the year 1977 for the propose of research. The Management maintains a coffee plantation admeasuring about 100 acres. The purpose of maintaining the coffee plantation is only for the research purpose for developing and enhancing production and also to involve packages to control pest and diseases in coffee plants. The workmen involved are having more than 20 years of continuous service under the Management. At present there are 37 mazdoors. By an office order dt.24.06.1987 the Management regularized the services of 12 casual employees vide an order dt.19.11.1996, 19

casual employees were regularized. By another order dt.23.03.2005, 8 workers were regularized. The work of the mazdoors is to assist in various works in connection with the research activities of the Management. 5 of them are watchmen and one is a maistry and the remaining are mazdoors. The fund allocation for running the research station is provided by Coffee Board which is functioning under the Ministry of Commerce and Industries, Govt of India. Though the mazdoors are regularized, the conditions of service that are applicable to the mazdoors and other permanent employees of the Management are different. The pay and other service conditions of the mazdoors are pitiable compared to other permanent employees. It is also bad compared to workmen working in comparable organizations in the state. The Management is only paying the minimum wages notified by Govt of Kerala for plantation workers in private sector. In private sector plantations, the wages are fixed as per the Planation Labour Committee settlements. The mazdoors under the Management cannot be compared with the private estates. Even though the workers involved in this dispute are permanent workers, they are being paid on daily basis. The present wage that is being paid to the mazdoors under the Management is Rs.82.63 per day as basic pay and Rs.234.66 as DA. When the permanent employees under the Management are enjoying the rules framed by the Govt of India/Coffee Board for recruitment, conduct, leave, pension, provident fund etc., and also by Central Civil Service Rules, the only benefit received by the mazdoors are one earned leave for every 20 days work, 14 sick leave and 8.33% bonus. The mazdoors are not even given the benefit of weekly off with the wages. The take home pay of a mazdoors, who worked on all days, in a month will be less than Rs.5000/- per month, after statutory deductions like ESI and EPF. Since the workmen are servants of Govt of India, denial of wages and service benefits given to other employees of the same establishment is illegal and arbitrary. The Management is not a plantation industry but only a research station and therefore the mazdoors employed by the Management cannot be categorized as plantation labourers. The Management ought to have placed them in a wage scale commensurate with the wage structure applicable to comparable workers. The wage structure and other service conditions applicable in the comparable organizations are much better. The farm workers engaged for maintaining the farms by the department like Agriculture and Animal Husbandry under Govt of Kerala are getting much higher wages. The starting pay of farm workers under these departments was fixed as Rs.8500/- during 2012. Apart from basic pay, they are also eligible for DA fixed by Govt from time to time, grade promotions on completion of certain number of years of service, house rent allowance, uniform allowance and leave benefits similar to Govt employees. Even casual employees get Rs.185/- as basic wage, for those who completed 15 years or more. The casual employees are also eligible for DA as declared by the Govt. The salary of a permanent labourer working in Regional Agriculture Research Center, Pattambi which is coming under the Agriculture Department is more than Rs.20,000/- per month. A permanent farm worker employed in Regional Research Station, Ambalavayal is receiving Rs.780/- per day as wages. Even as casual employee of the said establishment gets more than Rs.600/- per day. There are 22 office staff working under the Management. Even a permanent group D employee under the very same Management will get more than Rs.20,000/- a month. At present, the Management is engaging a driver on daily wage basis on payment of Rs.504/- per day. The retirement age fixed for all permanent employees other than mazdoors under the Management is 60 years. For the mazdoors the retirement age is 58 years. An establishment cannot have two retirement age and therefore the mazdoors are also entitled to retire at the age of 60 years. The office staff of the Management is paid gratuity equivalent to 30 days wage for every completed year of service. For mazdoors this is only 15 days wages for every completed year. The gratuity benefit received by the mazdoors shall be equal to that of the other regular staff of the Management. As the workmen are getting daily wages, they are not getting any weekly off with wages. This is required to be corrected. Similarly the leave encashment facility is denied to the mazdoors while other employees are having the leave encashment facility.

4. The Management filed written statement denying the above allegations. The Regional Coffee Research Station was set up in the year 1977 and got registered with Chief Inspector of Plantations vide registration certificate no.KPT-132 dt.05.06.1998. It is pre-dominantly a research institute. It's activities does not qualify the Management to be classified as an industry under Industrial Disputes Act. It is purely a technical institute which provides the coffee growers of the region the know how and skill and give advantage to them. It is not functioning with profit motive. Therefore the Management is not an industry as defined U/s 2(j) of the Industrial Disputes Act. The coffee estate/farm maintained at Regional Coffee Research Station is registered under the provisions of Planation Labour Act. The mazdoors working at the said coffee estate were appointed as mazdoors under the Plantation Labour Act/Minimum Wages Act. They are not part of the regular establishment of Coffee Board. The regular employees of Coffee Board are governed by rules framed by Govt of India/Coffee Board for recruitment, conduct, leave, pension, PF etc. and they are also governed by Central Civil Service Rules. Coffee cultivation is a plantation industry. It is distinct from the pure agricultural activities. The coffee plantation maintained by the Management is for carrying out research on coffee for the benefit of coffee growers for their commercial coffee cultivation. Therefore the coffee estate/planation is a planation industry and not a pure agricultural establishment. These coffee farms are not for commercial production of coffee but stands purely for conducting research. These farms are not profit making establishment but public service oriented farms. The mazdoors and maistries are appointed as per the Planation Act and their wages are fixed by the Govt of Kerala in accordance with Planation Labour Act, 1951 and Minimum Wages Act, 1948. The wages fixed by the Kerala Govt is in accordance with Bipartite/Tripartite agreement between the Plantation Associations, labour unions and Govt of Kerala. The pay scales of the different cadres of office staff of

Coffee Board appointed as per the recruitment rules comes under the purview of Central Civil Service Rules, is not applicable to plantation workers engaged in the research stations. The plantation workers are given additional benefits which are not available to the employees of the Coffee Board. The minimum wages of the plantation workers was revised in 2012 w.e.f. 01.10.2011 based on the Memorandum of Settlement arrived at in the Plantation Labour Committee on 22.05.2012. Accordingly the minimum wages raised for unskilled labourers was Rs.234.66 ie., basic of Rs.82.63 + variable DA of Rs.152.03. In addition, Rs.5/-per day is also paid as special allowance for pure coffee plantation which will not be considered for any fringe benefits. The workmen are getting a total of Rs.234.66 per day. The then scale fixed for supervisors is Rs.2560-31-2746-36-2962-41-3208-47-3490-54-3814-61-4180-69-4594+VDA. The VDA was Rs.3965/-. As per the revised Plantation Labour Committee action report, the minimum wage of the labourers in tea and coffee plantations have been fixed at Rs.301/- per day from November 2015. Further they are also entitled service weightage as recommended by the Plantation Labour Committee action report. Govt of Kerala has also proposed the revision of wages of supervisors in plantation sector as Rs.7950-45-8220-51-8526-57-8868-64-9252-71-9678-79-10152-88-10680. The revised salary is expected before June 2016 which will be effected from 01.07.2015. In addition, the mazdoors will also get Rs.5/- per day as special allowance for pure coffee plantations. In addition to the above, the mazdoors/maistries are entitled for

- a. Exgratia at the rate 8.33%, annual leave with wages for 15 days and two way ticket to their native place and back annually.
- b. One each of non-joint field Kamblies and woolen rugs once in an year
- c. Reimbursement of medical expenses to the mazdoors and their dependents without any limit
- d. Sick leave wages of 2/3rd wages for 14 days per annum.
- e. EPF contribution as per statutory rates.

In addition to above, the mazdoors are also entitled for overtime allowance, free labour quarters and free water supply and all other benefits prescribed under Plantation Labour Act are also being extended to the mazdoors. The Indian Cardamom Research Institute, Spices Board etc., are also following the Plantation Labour Act and Minimum Wages Act and paying minimum wages fixed by Govt of Kerala. The workers engaged in coffee plantations cannot claim the wages at par with the wages prevailing in Kerala Research Farms as they are not covered under the Planation Labour Act and any other scheduled employment. The Planation Labour Act, 1951 applies to any land used or intended to be used for growing Tea, Coffee, Rubber, Cinchona or Cardamom which admeasures 5 Hectares or more and in which 15 or more persons are employed. In the said provision, there is no distinction between a plantation for research and for commercial production. The pay scales of different cadres of office staff of Coffee Board, appointed as per the recruitment rules are coming under the purview of Central Civil Service Rules. It is not applicable to the plantation workers who are appointed as per the Planation Labour Act, 1951 and Minimum Wages Act, 1948. The group 'D' (MTS) employees are appointed in the regular establishment of the Coffee Board under the recruitment rules provided by Govt of India /Coffee Board. The farm workers cannot be treated as part of group 'D' staff. The nature of work/duties and responsibilities of group 'D' employees of Coffee Board are entirely different from that of plantation workers and there is absolutely no comparison. The retirement age of mazdoors also cannot be compared with that of group 'D' employees of the Coffee Broad who are governed under CCS rules. In case of group 'D' employees of the Coffee Board appointed as per the recruitment rules there are several factors like responsibilities, reliabilities, experience, confidentiality involved, functional need and requirements commensurate with the position in the hierarchy, qualification required which are equally relevant. Further in addition to the several factors like the work program of the department, the nature of contribution expected of them, the extent of their responsibility and accountability in the discharge of his diverse duties and functions, the extent nature of freedoms/limitations available or imposed on him in the discharge of his duties, the extent of powers vested on him, the extent of his dependence on superiors for the exercise of his powers, and the need to co-ordinate with other departments etc., are also equally relevant. The mazdoors/maistries are labourers on par with other labourers employed by various coffee growers of the Kerala State and they are governed by the Planation Labour Act. The mazdoors/maistries/ watchmen cannot be equated with the regular employees of the group 'D' on the following grounds.

1. The regular group 'D' employees are appointed under the C & R Rules of the Board whereas the mazdoors/maistries are not engaged through a similar process.
2. The nature of job being carried out by the regular group 'D' employees are entirely different from the job being carried out by the mazdoors/maistries
3. Group 'D' employees are the regular employees of the Board where as the mazdoors/masteries are engaged in the farms maintained by the Board.
4. The group 'D' employees of the board are governed under CCS rules, whereas the mazdoors/maistries are governed by Plantation Labour Act and Minimum Wages Act.

5. The mazdoors/maistries are on par with other labourers employed by the various coffee growers of the Kerala State and they are governed only by the Plantation Labour Act.

5. The unions filed rejoinder denying the claims of the Management. The Management is a research station. The land allotted to the Management is only for research purposes. They cannot convert it into plantation by registering as a plantation with State Govt authorities. Most of the workers in this dispute are working with the Management from its inception. The contention of the Management is that it is not an industry is against the facts and in contradiction to their own contentions. The mazdoors working with the Management were not appointed under the Plantation Labour Act and Minimum Wages Act. The claim of the Management that they registered the plantation under the Plantation Labour Act w.e.f. 05.06.1998 would prove that the fallacy of their case. Any registration taken in 1998 can only be considered to defeat the claim of the mazdoors. Neither the Plantation Labour Act, 1951 or Minimum Wages Act, 1948 make any provision for appointment under the said enactments. The Management was never a plantation and party to the settlements entered between the Planters Association, Labour Union and Govt of Kerala. The minimum wages notification is not applicable to research station like the Management establishment. The Management has not provided the leave benefits as claimed by them. The workmen are not paid with weekly off with wages. The Management is not giving any overtime wages or over time allowance to the workmen. The facility provided to the workers are common to all employees working under the Management and the mazdoors are denied majority of the benefits. Most of the farms/ plantations under the State and Central Govt are paid much higher pay and better conditions to their workmen doing similar or same nature of work. The Management has paying capacity to give living wages to their employees. An employee present and working for all the days in a month received Rs.7826/- only. The difference in the retirement age is also a detriment to the mazdoors.

6. After completion of the pleadings, the unions examined WW1 and marked Exbts.W1 to W9. The Management examined MW1 and marked Exbts.M1 to M7.

7. The issues to be adjudicated are;

1. Whether the industrial dispute is maintainable?
2. Whether the action of the Management in treating the regular staff and their plantation workers differently is justified ?
3. Relief and cost ?

#### 8. Issue No. 1

The learned Counsel for the Management raised a preliminary issue with regard to the maintainability of the industrial dispute. According to him, the Management is predominantly a research institute and its activities cannot be treated as an industry as defined under the Industrial Disputes Act, 1947. He further pointed out that, it is purely technical institute which provides the coffee growers of the region the knowhow and the skill. According to him, the Management is not an industry as defined U/s 2(j) of the ID Act. The learned Counsel for the Unions submitted that the Management is delivering goods and services to general public and therefore the Management will come within the definition of industry U/s 2(j) of the Act. The Hon'ble Supreme Court of India in Ahmedabad Textile Industries Research Association Vs State of Bombay, AIR 1961 SC 484 examined whether the research organizations such as the present Management will come within the definition of industry under the ID Act. The Hon'ble Supreme Court held that the research association will come within the definition of industry because it was providing material services to a part of the community, was carried on with the help of employees, was organized in a manner similar to that in a trade or business and there was co-operation between the employees and employers. In this case also the Management is delivering material services to the community of coffee planters and was carried on with the help of employees and there was co-operation between the employers and employees. The Management witness MW1 also stated in evidence that they are also involved in commercial activity in a limited way by selling the seeds corns etc to the general public. The Hon'ble Supreme Court in **Bangalore Water Supply and Sewage Board Vs A. Rajappa**, 1978 LAB IC 467(SC) laid down the test to be applied in such cases.

Considering the law laid down by the Hon'ble Supreme Court, I am of the considered view that the Management will come within the definition of industry U/s 2(j) of the Industrial Disputes Act, 1947.

#### 9. Issue No. 2

According to the learned Counsel for the Unions, the mazdoors working in Regional Coffee Research Station are given minimum wages as per Plantation Labour Act, 1951 on daily wage basis. The Plantation Labour Act, 1951 and the Minimum Wages Act are applicable to private sector plantations and the wages are fixed as per the Plantation Labour Committee Settlements. The Management is a research station where the Plantation Labour Act and Minimum Wages Act are not applicable. The wages paid to the mazdoors are vary pathetic compared to the regular employees of the Management. The wages paid to similarly placed employees in other research stations in the State of Kerala are much better than that of the mazdoors working in the Management and therefore they are

entitled the benefits on par with the group 'D' employees of the Management or a fair wage compared to the similarly placed employees in other farm stations in the State. According to the learned Counsel for the Management, the Unions cannot claim parity for its employees with that of the Management staff as the duties and responsibilities of group 'D' employees of the Management are entirely different from that of plantation workers and there is no comparison between the plantation workers and group 'D' employees of the Management in respect of duties and responsibilities and also the facilities provided to the plantation workers. According to him, as per the Plantation Labour Act, 1961 any land used or intend to be used for growing Tea, Coffee, Rubber, Cinchona or Cardamom which admeasures 5 hectares or more and in which 15 or more persons are employed will come within the definition of plantation. He further stated that it makes no difference whether the plantations are involved in commercial production or research purpose.

10. It is seen that, in the reference order, the issue referred is whether treating the Coffee Board staff and their plantation workers differently by following both Central and State Govt patterns for the purpose of wages and service conditions is proper. However the learned Counsel for the Unions pointed out that atleast fair wages may be made applicable to the mazdoors working with the Management in their plantations. The workmen involved in the reference are not appointed following the recruitment rules of the Management and the work of a group 'D' employee of the Management is entirely different from that of a mazdoor working in the plantation of the Management. The learned Counsel for the Unions disputed the claim of the Management that the mazdoors are appointed under Plantation Labour Act as there is no provision under the said Act for appointments. Further he also pointed out that all these mazdoors are appointed on casual basis and they were subsequently regularized as per Exbt.W1 to W4 orders. He further pointed out that Exbt.W1 dt.24.06.1987 regularizing the service of 12 mazdoors and Exbt.W2 dt.19.11.1996 regularizing the service of 19 mazdoors and Exbt.W3 dt.23.03.2005 regularizing the service of 8 mazdoors do not refer to the Plantation Labour Act or the Minimum Wages Act as a condition for appointment. However in Exbt.W4 dt.22.06.2012, the Management for the 1st time used the Plantation Labour Act and Rules while regularizing the service of 10 mazdoors. According to the learned Counsel, it is an afterthought by the Management to bring the regular mazdoors of the Management into a different class of employees. He also pointed out that the Regional Coffee Research Station started in the year 1977 and they thought of registering the plantation under Plantation Labour Act only in June 1998. The Management witness MW1 could not clarify the reason for such a delayed registration of the research plantation under the Plantation Labour Act, 1951, during her cross examination. The learned Counsel for the Unions therefore summarized arguing that the workers of the Unions working in the Management research station cannot be treated as employees under the Plantation Labour Act, 1951.

11. As is evident from the documents discussed above, the mazdoors were initially appointed as casual mazdoors and later they were regularized in the service of the Management as regular mazdoors. Though there is no provisions for appointment under the Plantation Labour Act, the Management claimed that the appointment order is clear that they will be governed by the Plantation Labour Act and Rules thereunder. However as rightly pointed out by the learned Counsel for the Unions, that procedure started only from 2012 as per Exbt.W4 and the earlier appointments were only as regularizing the services of the casual mazdoors as permanent mazdoors of the Management research station.

12. According to the learned Counsel for the Management, the Unions cannot claim any parity with wage scales applicable to group 'D' employees. According to the learned Counsel, the nature of work, duties and responsibilities of group 'D' employees are entirely different from that of the mazdoors and the doctrine of equal pay for equal work cannot be invoked in this case. He further pointed out that the mazdoors are estate workers under the purview of Plantation Labour Act whereas the group 'D' employees are recruited as per the Coffee Board (Cadre and Recruitment) Rules, 2014 Exbt.M7. The group 'D' employees are working in the laboratory as well as in the office assisting the office work, whereas the mazdoors are working in the plantation. He further pointed out that MW1, the Management witness clarified that the responsibilities, experience, confidentiality involved and functional need and requirement of group 'D' staff are entirely different from that of the mazdoors working in the plantation. The learned Counsel relied on the decision of the Hon'ble Supreme Court of India in **Official Liquidator Vs Dayanand and others, 2009** (1) SCC (L & S) 963 to argue that the creation and abolition of posts, formation and structure/restructuring of cadres, prescribing the source and mode of recruitment and qualification and criteria of selection etc., are matters which fall within the exclusive domain of the employer. The above decision may not be relevant in the facts and circumstances of the present case as the Hon'ble Supreme Court was considering the claim of grant of permanent status of Central Govt employees to the temporaries working in the office of the Official Liquidator in the above said case. The present case comes within the industrial adjudication which is to be decided in the facts and circumstances of this case. The learned Counsel for the Management further relied on various decisions of the Hon'ble Supreme Court to argue that the principle of equal pay for equal work cannot be made applicable in the present case. In **State of Haryana and others Vs Charanjit Singh and others, AIR 2006 SC 161** the Hon'ble Supreme Court held that "The principle of 'equal pay for equal work' has no mechanical application in every case. Article 14 permits reasonable classification based on qualities or characteristics of persons recruited and grouped together, as against those who were left out. Of course, the qualities or characteristics must have a reasonable relation to the object sought to be achieved. In service matters, merit or experience can be a proper basis for a

classification for the purpose of pay in order to promote efficiency in administration". The Hon'ble Supreme Court further held that the Courts will have to examine all the above factors before deciding the question whether parity of wages can be allowed in a case. The learned Counsel further referred to the decision of the Hon'ble Supreme Court in **Union Territory Administration, Chandigarh and others Vs Manju Mathur and others**, 2011 (1) SLR 609 SC, **Govt of West Bengal Vs Tharun K. Roy and others**, 2004 (1) SCC 347 and **S. C. Chandra and others Vs State of Jharkhand**, AIR 2007 SC 3021 to drive home his point that equal pay for equal work is a concept which requires for its applicability, complete and wholesale identity between the group of employees claiming the identical pay scales and other group of employees who have already earned such pay scales. There is no evidence available on record to decide whether the group 'D' staff in the office of the Management and the regular mazdoors are doing the same or similar kind of work and having the same kind of responsibilities, to apply the equal pay for equal work concept. Therefore the principle of 'equal pay for equal work' cannot be applied to the facts of the present case.

In view of the above the Management is justified in treating the Coffee Board staff and their plantation workers differently by following the Central and State Govt patterns for the purpose of wages and service conditions.

### 13. Issue No. 3

The learned Counsel for the Unions pointed out that even if the mazdoors are not entitled for equal pay as that of the group 'D' staff of the Coffee Board they are entitled for a fair wage in comparison with the wages and service conditions of similarly placed farm workers in the State Govt. The learned Counsel for the Management pointed out that the mazdoors are being paid on the basis of the Plantation Labours Act and Minimum Wages Act as per their entitlement. Relying on the decision of the Hon'ble High Court of Kerala in **Kerala Non Banking Finance Companies Welfare Association Vs State of Kerala and others**, 2019 (5) KHC 934, the learned Counsel for the Unions argued that "The Minimum Wages Act confers the power to prescribe the minimum living wage for an employee, taking into consideration a standard family and the attendant expenses, which any normal human being, who lives with dignity, has to bear in his life at a given point of time. It cannot take into account or reckon the various situations that may arise in employment, which are necessarily in the nature of an incidence of service. Every incidence of service whether it be as a benefit, like a higher pay scale on stagnation or a rigour, as in the case of transfer, is regulated by the contract of employment varied only by bilateral settlements. The second clause under 'service weightage' seeks to mitigate stagnation, is not permissible under Minimum Wages Act". It is seen from Exbt.W5 series of wage slips issued to the mazdoors, the gross wages payable during December 2012 was around Rs.3895/- per month. During October 2014, it has been enhanced to Rs.5958/- and as on February 2017, the same is further enhanced to Rs.6764/-. This is further confirmed by the evidence of MW1 in her proof affidavit. MW1 further stated that from July 2019, the wages of the mazdoors are enhanced to Rs.393.62/- per day. Even if we take the enhanced minimum wages, the salary of a mazdoor who has already been put in more than 20 years with the Management will be around Rs.10,000/- per month including the special allowance Rs.5/-, DA of Rs.81.71/-, interim relief of Rs.50/- and service weightage of Rs.0.70/-. MW1 in her cross examination stated that the salary of a group 'D' employee in the service of the Management is around Rs.40,000/- per month. Though differential wages cannot be a ground for interference, it is felt that the mazdoors working with the Management for such a long period is entitled for a better package. The learned Counsel for the Unions relied on Exbt.W6, W7 and W8 to show that the regular farm workers working in State Research Stations are getting a better package than that of the mazdoors in the Management establishment. Exbt.W6 is an order dt.27.06.2012 issued by Govt of Kerala fixing the wages and also the service conditions in respect of the regular farm workers working in Agriculture and Animal Husbandry department. Exbt.W7 is an information collected through Right To Information Act from Chingery Extension scheme with regard to the daily wages being paid to casual employees working in the said scheme of Govt of Kerala. Exbt.W8 is an information furnished by the Management with regard to the daily wages being paid to a driver. According to the learned Counsel for the Union, all these employees are getting a better package than the mazdoors working with the Management. The learned Counsel for the Management pointed out that the above data/information may not be relevant to the present case, as the mazdoors working with the Management are being paid minimum wages on the basis of Plantation Labour Act and none of the above workers are coming under the Plantation Labour Act. The learned Counsel for the Unions relied on the decision of Hon'ble Supreme Court of India in **Hindustan Hosiery Industries Vs F. H. Lala and another**, 1974 AIR (SC)526 to drive home his point that the minimum wages is something that an establishment is required to pay for engaging the employees in that category. It does not mean that the establishments cannot pay more than the minimum wages or a fair wages to its employees to meet their normal livelihood. The Hon'ble Supreme Court in the above case pointed out that

"To cope with these differences certain principles on which wages are fixed have been stated from time to time by this Court. Broadly speaking the 1st principle is that there is minimum wage which, in any event, must be paid, irrespective of the extent of profits, the financial condition of the establishment or the availability of workmen on lower wages. This minimum wage is independent of the kind of industry and applies to all alike big or small. It sets the lowest limit below which wages cannot be allowed to sink in all humanity. The 2nd principle is that wages must be fair, that is to say, sufficiently high to provide a standard family with food, shelter, clothing, medical care and education of children appropriate to the

workman but not at a rate exceeding his wage earning capacity in the class of establishment to which he belongs. A fair wage is thus related to the earning capacity and the work load. It must, however, be realized that 'fair wage' is not 'living wage' by which is meant a wage which is sufficient to provide not only the essentials above mentioned but a fair measure of frugal comfort with an ability to provide for old age and evil days. Fair wage lies between the minimum wage, which must be paid in any event, and the living wage, which is the goal".

The Hon'ble Supreme Court of India in **Express Newspapers Pvt Ltd and another Vs The UOI and others**, AIR 1958 SC 578 elaborately considered the concept of minimum wage, fair wage and living wage and held that a minimum wage must provide for the sustenance of life and for preservation of the efficiency of the worker. In **Greaves Cotton Company and others Vs Their Workmen**, AIR 1964 SC 689 and **Unichem Laboratories Ltd Vs The workmen**, AIR 1972 SC 2332 the Hon'ble Supreme Court held that one of the principles to be adopted in fixing wages and DA is that the Tribunal should take into account the wage scale and DA prevailing in comparable concerns carrying on the same industry in the region. In the present case, it is felt that the work of the farm workers working under the Agriculture and Animal Husbandry department of the Govt of Kerala can be compared with that of the mazdoors working in the planation of the Management Research Station. Both the category of employees are doing the maintenance of farm in Research Stations though the farm workers working in the research farms of the Agriculture department will not come within the purview of the Plantation Labour Act. When the regular farm workers are entitled for a pay scale which is also linked with service weightage, there is no reason why the same benefits cannot be extended to the mazdoors working with the Management. It is pointed out that the casual workers are given a separate package by the State Govt which is definitely better than the present wages available and paid to the mazdoors working in the plantation of the Research Station of the Management. It is seen from Exbt.W6 that the farm workers are entitled for 5 scales of pay and the same is revised w.e.f. 27.06.2012. The above pay structure is decided by the Govt after a proper study and the report of the committee and it will appropriate to follow the same in view of the fact that no separate study was conducted in respect of the eligibility of farm workers working in the planation of the Management Research Station. As per the Exbt.W6 order, the following 5 scales are being paid to the farm workers in their stations which also takes into account the service weightage depending on the length of service of an employee. Hence the mazdoors working in the plantation of the Management Research Station are entitled for the following scale of pay.

1. The scale of pay: - 8500-230-9190-250-9940-270-11020-300-12220-330-13210
2. 1st time bound higher grade after 8 years - 8730-730-9190-250-9940-270-11020-300-12220-330-13540
3. 2nd time bound higher grade after 15 years - 8960-230-9190-250-9940-270-11020-300-12220-330-13540-360-14260
4. 3rd time bound higher grade after 22 years - 9190-250-9940-270-11020-300-12220-330-13540-360-14980-400-15780
5. 4th time bound higher grade after 27 years - 9940-270-11020-300-12220-330-13540-360-14980-400-16580

Apart from the above, the mazdoors are also entitled to the DA allowed to the State Govt employees from time to time. They are also entitled for the other service benefits available to them as on date. The date of retirement will be retained as 58 as on today. It is also seen from Exbt.M7, Coffee Board (Cadre and Recruitment) Rules, 2014 that the permanent mazdoors working in research farms of the Coffee Board are eligible for relaxation of upper age limit to the extent of the period of service rendered by them as permanent mazdoors in Coffee Board subject to a maximum of upper age limit of 40 years in case of appointment to group 'C' posts. The same provision for promotion to group C post shall be continue.

14. Hence an award is passed holding that the mazdoors represented by the Unions are entitled for the pay scales with the service weightage as follows.

1. The scale of pay: - 8500-230-9190-250-9940-270-11020-300-12220-330-13210
2. 1st time bound higher grade after 8 years - 8730-730-9190-250-9940-270-11020-300-12220-330-13540
3. 2nd time bound higher grade after 15 years - 8960-230-9190-250-9940-270-11020-300-12220-330-13540-360-14260
4. 3rd time bound higher grade after 22 years - 9190-250-9940-270-11020-300-12220-330-13540-360-14980-400-15780
5. 4th time bound higher grade after 27 years - 9940-270-11020-300-12220-330-13540-360-14980-400-16580

The mazdoors are also entitled for all other existing service benefits. The retirement age will be fixed as 58. The permanent mazdoors shall be considered for promotion to group C post as provided in Exbt.M7 Recruitment Rules of the Management.

The award will come into force one month after its publication in the official Gazette.



Dictated to the Personal Assistant, transcribed and passed by me on this the 18th day of May, 2022.

V. VIJAYA KUMAR, Presiding Officer

### APPENDIX

#### Witness for the Workman:-

WW1 - Sri.K. Kumaran, dt.14.03.2019

#### Witness for the Management:-

MW1 - Smt.Dr.C. K. Vijayalakshmi, dt.04.02.2020

#### Exhibits for the Workman:-

- W1 - Copy of the office memo dt.24.06.1987 issued by the Coffee Board, Research Department
- W2 - Copy of the office order dt.19.11.1996 issued by the Coffee Board, Regional Coffee Research Station, Chundale
- W3 - Copy of the office order dt.23.03.2005 issued by the Regional Coffee Research Station, Chundale
- W4 - Copy of the office order dt.22.06.2012 issued by the Coffee Board, Regional Coffee Research Station, Chundale
- W5 - Wage slips issued to 1) K. Kumaran for December series 2012, T. Sarojini for October 2014, T. Sarojini for January 2015 and K. Kumaran for February 2017 (4 nos)
- W6 - Copy of the G.O. dt.27.06.2012 issued by the Govt of Kerala
- W7 - Information dt.24.12.2016 received RTI Act from the Sr. Agricultural Officer, Chingeri Extension Scheme, Ambalavayal
- W8 - Information dt.27.04.2015 received under RTI Act from the Management
- W9 - Copy of the statement submitted by the Unions before the Conciliation Officer

#### Exhibits for the Management:-

- M1 - Certificate of registration under the Plantation Labour Act
- M2 - Plantation Labour Committee settlement vide Govt. order dt.17.05.2016
- M3 - Appointment order issued to Sri.Dal Bahadur, mazdoor/watchman
- M4 - Appointment order issued to Smt.Saraswathy N., Plantation Labourer
- M5 - Appointment order issued to Sri.M. Ramachandran, Maistry/supervisor
- M6 - Appointment order issued to Smt.Sumathy, Junior Stenographer, permanent staff of the Management
- M7 - Recruitment Rules of the permanent employees of the Management vide notification dt.14.03.2014 issued by the Ministry of Commerce and Industries, Govt of India

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 938.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, मेसर्स एचएमटी मशीन टूल्स लिमिटेड, कलामास्सेरी, एर्नाकुलम, के प्रबंधन के संबद्ध नियोजकों और महासचिव, एचएमटी कर्मचारी संघ, कलामास्सेरी, एर्नाकुलम, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 04/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20.09.2022 को प्राप्त हुआ था।

[फा. सं. एल-42011/78/2012- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 938.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2013) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, M/s. HMT Machine Tools Ltd, Kalamassery, Ernakulam, and The

General Secretary, HMT Employees Union, Kalamassery, Ernakulam, which was received along with soft copy of the Award by the Central Government on 20.09.2022.

[F. No. L-42011/78/2012- IR (DU)]

D.K. HIMANSHU, Under Secy.

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Friday the 27th day of May 2022, 6 Jyaistha 1944)

### ID No.4/2013

Workman/Union	:	The General Secretary HMT Employees Union H.M.T Colony P.O. Kalamassery Ernakulam - 683503  By Adv.K. Balachandran
Management	:	The General Manager M/s.HMT Machine Tools Ltd Kalamassery Ernakulam – 683503  By Adv.Saji Varghese

This case coming up for final hearing on 23.07.2021 and 21.12.2021 and this Industrial Tribunal-cum-Labour Court on 27.05.2022 passed the following:

### AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42011/78/2012-IR(DU) dated 04.12.2012 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  

“Whether the action of the Management of HMT in denying bonus for the years 2009-10 and 2010-11 to the trainees is justified ? If not, to what relief the trainees are entitled?”
3. The Union filed the claim statement on behalf of the workmen. According to the claim statement, in the Management company there are permanent, temporary, badali and casual workmen employed. Some workmen are called trainees. Though they are called trainees, they are not being given any training. They are persons who are already trained or were working under contractors in the Management. The so called trainees worked with other permanent employees of the company. They are being paid monthly stipend. The Management used to pay bonus to similar category of workmen in the past. The Union raised a dispute with the Management for payment of bonus to these workmen for the year 2009-10 and 2010-11. The Management refused. The minimum bonus is a statutory right of the workmen under Payment of Bonus Act. The 64 so called trainees named in the claim statement are entitled for bonus. The Management paid bonus to such trainees earlier. Hence it is unfair and unjust to discriminate the above workers. Even though the designation given to the workmen taken in 2008 and 2009 are as trainees, they are well trained, many of them with the Management. Many of the workmen worked in the Management as casual workers and gained long experience even before the induction as trainees. Even though designated as trainees, they were doing the very same work as any other worker in the company. The Parliamentary Standing Committee on Labour suggested that the training period for the junior employees who were also experienced shall be done away with by the Management. The Management is already having apprentice training also. They are newcomers and therefore require training. The workmen who are engaged as trainees involved in this industrial dispute, cannot be treated on par with these apprenticeship trainees. What is material is not the designation but the actual work. These trainees are entitled for all the statutory benefits being extended to the regular staff.
4. The Management filed written statement denying the above allegations. A trainee is not an employee under the Payment of Bonus Act and therefore trainees are not entitled to payment of bonus. The Management is a company incorporated under the Companies Act and is fully owned by the Central Govt. It is a sick industrial company as defined under Sick Industrial Companies (Special Provisions) Act. The Management is facing acute

financial crisis. The Management company is engaged in the business of manufacturing and marketing of machine tools and printing presses. The manufacturing process involves highly complex skill and expertise. A person with technical qualification cannot execute the work of such complex nature. The 61 persons involved in this dispute are trainees and not employees. On successful completion of training, they are appointed to the post of Junior Operators. The duties of the Junior Operator involves manufacturing of machine parts, assembling of machine, repair and maintenance. Mere qualification is not sufficient to discharge the duties and function of a Junior Operator. As per practice prevailing for the last 50 years, the Management is taking trainees and is giving sufficient training before appointment as Junior Operator. Earlier the training period was 3 years which has been reduced to 2 years from 1992. The trainees are given induction training for one year and on the job training for another year. While they are undergoing training, their performance is assessed. Only on successful completion of training they will be absorbed in the service of the company. Otherwise their training period will be extended. The training period of one of the persons was extended since he did not complete the training satisfactorily. Once they are absorbed, they will be on probation for one year and on successful completion of probation they will be confirmed in service. In the advertisement calling for the training program, it will be specifically mentioned that the selection is to the post of trainees. In the order of engagement of trainees, the terms and conditions are specifically mentioned. They are learners and are paid only stipend and not wages or other benefits during the period of training. There is no contract of employment for these trainees with the Management. Hence they cannot claim any bonus. The claim of the Union that no training is imparted and they were working along with the regular employees is not correct. It is also not correct to say that bonus was paid to the trainees on earlier occasions. Once by mistake performance allowance was paid to some of the trainees which must have been recovered from them. The Union cannot base their claim on a mistake committed by the Management once. The claim of the Union that these workmen had already worked with the Management and gained sufficient experience is not correct. It appears that some of them had worked under the contractors who are awarded the work by the Management company. Having applied for the post of trainees and having accepted the terms of appointment order as trainees and had undergone training, the workmen cannot turn around and say that they are not trainees but employees. When the Management recruits trainees, there is no mandatory condition that they shall be experienced. Any person who is having the qualification can apply to the post. Conferment of any benefit mentioned in Para 5 of the claim petition will not elevate the trainees to the status of employee. Uniforms were not given to the trainees during the 1st year of training.

5. The Union filed rejoinder denying the claim of the Management in the written statement. Even though designated as trainees, the workmen concerned in this dispute were actually working like any other workman. The Management has conveniently ignored disclosing of the financial details of the company situated at Kalamassery where the workmen concerned herein, works. The financial position of the Management at Kalamassery is good. This is achieved by hard work put in by the workmen including the so called trainees. Earlier the workmen similarly placed as trainees were given bonus, the denial of such benefits is part of victimization.

6. After completion of evidence, the Union examined WW1 and WW2 and marked Exbts.W1 to W3 through WW2. The Management examined MW1 and marked Exbts.M1 to M2.

7. The following issues are framed for adjudication

1. Whether the trainees engaged by the Management are entitled for bonus for the years 2009-10 and 2010-11?
2. Relief and cost?

8. **Issue No. 1**

The Management is engaging trainees in the Management company. According to the learned Counsel for the Union, most of the so called trainees are already trained as apprentices under Apprentices Act, 1961 and some of the so called trainees had also worked under contractors in the Management company and therefore the designation 'trainees' given to the workmen was only to deny the statutory benefits to them. According to the learned Counsel for the Management, only employees are entitled for bonus in accordance with the provisions of the Payment of Bonus Act and trainees are not employees. Therefore the workmen are not entitled for bonus. The learned Counsel for the Management also pointed out that the Management company is involved in the manufacturing and marketing of machine tools and printing presses wherein they used very sophisticated and complex machines and employees cannot be inducted without imparting proper training. Hence advertisements are issued calling for application for trainees with specific qualification and with age limit. It is not mandatory that the applicant shall have earlier work experience. Thereafter the selected trainees are given theoretical and on the job training for 2 years and after completion of the training, they are put under probation for 1 year. On successful completion of probation only, they will be absorbed in the service of the Management company. The learned Counsel for the Union argued that most of the trainees who were inducted in 2009 had already undergone the apprentices training in the Management company and some of them had already worked under contractors in the Management company. Hence a further training for 2 years is only to deny statutory benefits to these workmen. They in fact worked along with the regular staff and they are also doing the work of regular employees. The Union

examined WW1 to substantiate their contentions. According to WW1, he joined the service of the Management company on 20.09.1992 and he had undergone training for 2 years. He also stated that prior to his training, he worked in the Management company as an apprentice for 3 years. He also stated that the trainees are deputed as service technician abroad to service the installations of the Management company. He also stated that there is no separate training imparted during the training period. However the training center allocates assessment sheets to the trainees. The Union also examined WW2 who is also an employee of the Management company. He also stated in evidence that he had undergone apprentice training for 3 years from 02.02.2001-31.03.2004 with the Management company. Exbt.W1 is the certificate to that effect issued by the Management company to WW2. Thereafter he is taken as a company trainee on 04.04.2009. A copy of the appointment order as company trainee is produced and marked as Exbt.W2. Exbt.W2 states that WW2 as a company trainee will be paid stipend of Rs.5800/- in the 1st year and Rs.6000/- in the 2nd year of training. It also states that WW2 will be required to undertake multiple operations in his work area as may be assigned to him from time to time. It further states that after successful completion of training, he will be put on probation for a further period of 1 year. Exbt.W3 is the order of confirmation issued by the Management company confirming the service of WW2 as Junior Operator 'B' w.e.f. 01.05.2012. From the above evidence, it is clear that a person who is appointed as an apprentice under the Apprentices Act, 1961 undergoes training for 3 years and thereafter he is taken as a company trainee for 2 years and thereafter he is put on probation for 1 year before his services are confirmed by the Management company. According to the learned Counsel for the Management, all the company trainees had not undergone the apprentices training in the Management company. The two witnesses who were examined by the Union clearly stated and produced evidence to show that they have undergone these process before they were regularized in the service of the Management company. The burden of proof to show that all the so called company trainees have not undergone the apprentices training for 3 years or with the contractors of the Management company is on the Management. They failed to convincingly prove that all the 64 trainees had not undergone the apprentice training or gained the experience with the Management company with the contractors engaged by the Management. The only evidence produced by the Management is Exbt.M1 which is alleged to be a notification for appointing company trainees in workmen cadre. The learned Counsel for the Union pointed out that this document is created for the purpose of this industrial dispute and is not the original notification issued by the Management company. Further, the Management also produced Exbt.M2 which is an assessment sheet for company trainees to show that the performance of the company trainees are evaluated by the training centre. Though Management examined MW1, he could not discredit the evidence provided by the Union.

9. As per the definition of workman U/s 2(s) of the Industrial Disputes Act, 'workmen' means any persons including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied. Hence an apprentice is also a workman under the ID Act as held by the Hon'ble High Court of UP in **Uttarapradesh Avas Evam Vikas Parishat Vs Labour Court II**, 2004 LLR 432. As per Sec 2(13) of Payment of Bonus Act, 1965

"Employee means any person other than apprentice employed on a salary or wage not exceeding 3500 per mensem in any industry to do any skilled or unskilled, manual, supervisory, managerial, administrative, technical or clerical work of hire or reward, whether the terms of employment being express or implied".

Further as per Sec 2(21) of the Payment of Bonus Act

"Salary or wage" means all remuneration (other than remuneration in respect of overtime work) capable of being expressed in terms of money, which would, if the terms of employment express or implied, were fulfilled, be payable to an employee in respect of his employment or of work done in such employment and includes DA (ie., to say all cash payments, by whatever name called, paid to an employee on account of rise in cost of living) but does not include ...."

From the above definitions it is clear that, apprentices are excluded from the definition of an employee under Payment of Bonus Act, 1965 and any remuneration paid to an employee capable of being expressed in terms of money would come within the definition of salary or wages. Now the question is whether the so called company trainees can be treated as an "apprentice" under the Payment of Wages Act, 1965. An apprentice is not defined in Payment of Wages Act. The learned Counsel for the Union relied on the decision of the Hon'ble High Court of Kerala in **Indian Rare Earths Ltd Vs K. S. John and others**, 2013 KHC 673. The above case is under Payment of Gratuity Act, 1972. The Hon'ble High Court examined the definition of 'Apprentice' U/s 2(e) of Apprentices Act, 1961 and held that the exclusion is available to apprentices undergoing apprenticeship training in a designated training in pursuance of a contract of apprenticeship will only come under the definition of apprentice. A person undergoing training after appointment under an employer will not fall within the excluded category U/s 2(e) of the Apprentices Act. After discussing the above provisions the Hon'ble High Court concluded that

"Para 10. Conclusion of the above discussion is that the exclusion of apprentices from the definition of employee U/s 2(e) of the Payment of Gratuity Act will be applicable only with respect to apprentice appointed on the basis of a contract of apprenticeship, with a dominant object and intend to impart learning

in any training under certain agreed terms of contract of apprenticeship but it will not exclude any period in service training undergone by an employee on the basis of appointment made to any particular post”.

The learned Counsel for the Management relied on the decision of Hon'ble Supreme Court in **National Small Industries Corporation Ltd Vs V. Lakshmi Narayanan**, 2007 (1) SCC 214. In the above case, the Hon'ble Supreme Court was examining whether in view of Sec 18 of the Apprentices Act, 1961 the respondent who had been appointed as an apprentice by the Management was a workman within the meaning of Sec 2(s) of the Industrial Disputes Act, 1947. The Hon'ble Supreme Court held that while an apprentice is also treated to be a workman for the purpose of the ID Act by virtue of Sec 18 of the Apprentices Act, it has been provided that apprentices are not workers and the provisions of any law in respect to labour shall not apply to or in relation to such apprentices. As already pointed out, the above case pertains to interpretation of Sec 18 of Apprentices Act and the definition of apprentices in the said Act. In this particular case, the Management company is having apprentice trainees who are engaged under the Apprentices Act and the Union has no claim that these apprentices are entitled for the benefit of bonus when they worked with the Management company for 3 years. It is not fair on the part of the Management to argue that a person who is trained as an apprentice under the Apprentices Act for 3 years requires a further training of 2 years before they can be extended the statutory benefits such as bonus. Both the Union witnesses in their evidence categorically stated that there is no training imparted to them during this period and they worked along with the regular employees within the Management company. The only evidence that is produced by the Management is that there is an evaluation sheet for these trainees. The Management could not discredit the evidence of the Union that they worked along with the regular employees doing the same kind of work. Hence it can be safely concluded that the exclusion available U/s 2(13) is only for those apprentices who are engaged under the Apprentices Act, 1961.

Hence the company trainees engaged by the Management company are entitled for bonus for the years 2009-10 and 2010-11.

#### 10. Issue No. 2

In view of the finding in issue no.1, the workmen involved in this industrial dispute are entitled for bonus for the years 2009-10 and 2010-11.

11. Hence an award is passed holding that the action of the Management in denying bonus for the years 2009-10 and 2010-11 to company trainees is not justified. They are entitled for bonus for the years 2009-10 and 2010-11.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27th day of May, 2022.

V. VIJAYA KUMAR, Presiding Officer

### APPENDIX

#### Witness for the Workman:-

- WW1 - Sri.P. Krishnadas, dt.15.07.2016
- WW2 - Sri.Dal D. Kariyatty, dt.11.10.2019

#### Witness for the Management:-

- MW1 - Sri.N. Rajappan Asari, dt.12.03.2020

#### Exhibits for the Workman:-

- W1 - Copy of certificate of apprenticeship training dt.07.06.2004 issued by the Management in favour of WW2
- W2 - Copy of correspondence dt.04.04.2009 issued by the Management in favour of WW2
- W3 - Copy of correspondence dt.02.05.2012 issued by the Management in favour of WW2

#### Exhibits for the Management:-

- M1 - True copy of the advertisement published in the web site inviting applications for trainees
- M2 - the assessment sheet of one of the trainees Sri. Rinoy Antony for the period from April 2009 to March 2011

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 939.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्रीय निदेशक, राष्ट्रीय मुक्त विद्यालयी संस्थान, भोपाल (म.प्र.) के प्रबंधन के संबद्ध नियोजकों और श्री नीलेश बघेल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट के

(संदर्भ संख्या CGIT/LC/R/15/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-42012/137/2018- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 939.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/15/2019) of the Central Government Industrial Tribunal cum Labour—Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Regional Director, National Institute of Open Schooli, Bhopal (M.P.) and Shri Nilesh Baghel, worker, which was received along with soft copy of the award by the Central Government on 14/09/2022.

[F. No. L-42012/137/2018- IR (DU)]

D.K. HIMANSHU, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/15/2019**

**Present: P.K. Srivastava  
H.J.S. (Retd.)**

**Shri Nilesh Baghel  
S/o shri Awdhesh Singh Baghel  
Village Chobhra Vinayak Singh  
PO-Baghad Sidhi (M.P.)-486776**

**Workman**

**Versus**

**The Regional Director,  
National Institute of Open Schooling  
Regional Cent Manas Bhawan, Shyamla Hills,  
Bhopal (M.P.)462002**

**Management**

**AWARD**

**(Passed on 26-8-2022.)**

As per letter dated 10/01/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42012/137/2018-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Regional Director, National Institute of Open Schooling Regional Centre, Bhopal in terminating the services of workman Shri Nilesh Baghel w.e.f. 29-9-2017 is just and proper? if not, what relief the workman concerned is entitled to ?.”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their statement of claim/defense.
2. The case of the workman as stated in his statement of claim is that he was initially appointed on the post of Executive Assistant by the Management on 17-10-2005 on contract with fix monthly salary of Rs.5200/- for 89 days only, thereafter he was appointed as Executive officer on fixed salary of Rs.9500/- per month w.e.f. 9-7-2008 after approval of Competent authority. He worked till 30-9-2017 continuously with the Management and when he came to office on 3-10-2017 he was informed that his services was not extended from 29-9-2019. According to the workman though his initial appointment was only for 89 days but he continuously worked from 17-10-2005 up to 29-9-2017 and had completed 240 days and more in every year, thus has acquired the status of a permanent employee. His services could not be terminated without following procedure as per law by giving him prior notice and compensation.

Accordingly termination of his services is in violation of Section 25F of the Industrial Disputes Act, 1947, hereby referred to by the word Act.. No prior permission of the appropriate Government has been taken. Principle of first come and last go has also not been followed, hence the action of the management is in further violation of Section 25B, 25G, 25F, 25M, 25N and 25O and is arbitrary unjust and unreasonable. According to the workman he was appointed against a permanent vacancy. He is not gainfully employed anywhere after his termination. Accordingly, he has prayed that setting aside his termination, he be reinstated with full back wages and benefits.

3. In spite of service of notice of Management, none appeared from the side of the Management, hence the reference proceeded ex-parte against the Management vide order dated 28-2-2021. The workman examined himself on oath as witness. He was not examined by management. He filed and proved documents Exhibit W-1 to W-28 to be referred to as and when required.

4. I have heard arguments of Mr. Arun Patel, learned counsel for the workman. None appeared from the side of the management.

5. Before proceeding, certain provision of the Act Section 25B., section 25F, Section 25G, Section 25H, Section 25M, Section 25N and Section 25O of the Industrial Disputes Act, 1947 requires to be mentioned here which are as follows:—

#### **Section 25 B:—**

**Definition of continuous service.—** For the purposes of this Chapter,—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[\*\*\*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

**25G. Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

**25H. Re-employment of retrenched workmen.-** Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons

[25N. Conditions precedent to retrenchment of workmen.—(1) No workman employed in any industrial establishment to which this Chapter applies, who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until,— (a) the workman has been given three months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; and (b) the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred

to as the specified authority) has been obtained on an application made in this behalf. (2) An application for permission under sub-section (1) shall be made by the employer in the prescribed manner stating clearly the reasons for the intended retrenchment and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner. (3) Where an application for permission under sub-section (1) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such retrenchment, may, having regard to the genuineness and adequacy of the reasons stated by the employer, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen. (4) Where an application for permission has been made under sub-section (1) and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days. (5) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of sub-section (6), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order. 1. Sub-section (6) re-numbered as sub-section (10) by Act 49 of 1984, s. 4 (w.e.f. 18-8-1984). 2. Subs. by s. 5, *ibid.*, for section 25N (w.e.f. 18-8-1984). 33 (6) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (3) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference. (7) Where no application for permission under sub-section (1) is made, or where the permission for any retrenchment has been refused, such retrenchment shall be deemed to be illegal from the date on which the notice of retrenchment was given to the workman and the workman shall be entitled to all the benefits under any law for the time being in force as if no notice had been given to him. (8) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct, that the provisions of sub-section (1) shall not apply in relation to such establishment for such period as may be specified in the order. (9) Where permission for retrenchment has been granted under sub-section (3) or where permission for retrenchment is deemed to be granted under sub-section (4), every workman who is employed in that establishment immediately before the date of application for permission under this section shall be entitled to receive, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months.]

**25M. Prohibition of lay-off.—**(1) No workman (other than a badli workman or a casual workman) whose name is borne on the muster rolls of an industrial establishment to which this Chapter applies shall be laid-off by his employer except 1[with the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority), obtained on an application made in this behalf, unless such lay-off is due to shortage of power or to natural calamity, and in the case of a mine, such lay-off is due also to fire, flood, excess of inflammable gas or explosion].

2[(2) An application for permission under sub-section (1) shall be made by the employer in the prescribed manner stating clearly the reasons for the intended lay-off and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner.

(3) Where the workman (other than badli workmen or casual workmen) of an industrial establishment, being a mine, have been laid-off under sub-section (1) for reasons of fire, flood or excess of inflammable gas or explosion, the employer, in relation to such establishment, shall, within a period of thirty days from the date of commencement of such lay-off, apply, in the prescribed manner, to the appropriate Government or the specified authority for permission to continue the lay-off.

(4) Where an application for permission under sub-section (1) or sub-section (3) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such lay-off, may, having regard to the genuineness and adequacy of the reasons for such lay-off, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen.



(5) Where an application for permission under sub-section (1) or sub-section (3) has been made and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days.

(6) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of sub-section (7), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order.

(7) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (4) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference.

(8) Where no application for permission under sub-section (1) is made, or where no application for permission under sub-section (3) is made within the period specified therein, or where the permission for any lay-off has been refused, such lay-off shall be deemed to be illegal from the date on which the workmen had been laid-off and the workmen shall be entitled to all the benefits under any law for the time being in force as if they had not been laid-off.

(9) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct that the provisions of sub-section (1), or, as the case may be, sub-section (3) shall not apply in relation to such establishment for such period as may be specified in the order.]

1[(10)] The provisions of section 25C (other than the second proviso thereto) shall apply to cases of lay-off referred to in this section.

*Explanation.*—For the purposes of this section, a workman shall not be deemed to be laid-off by an employer if such employer offers any alternative employment (which in the opinion of the employer does not call for any special skill or previous experience and can be done by the workman) in the same establishment from which he has been laid-off or in any other establishment belonging to the same employer, situate in the same town or village, or situate within such distance from the establishment to which he belongs that the transfer will not involve undue hardship to the workman having regard to the facts and circumstances of his case, provided that the wages which would normally have been paid to the workman are offered for the alternative appointment also.

1[25-O. Procedure for closing down an undertaking.—(1) An employer who intends to close down an undertaking of an industrial establishment to which this Chapter applies shall, in the prescribed manner, apply, for prior permission at least ninety days before the date on which the intended closure is to become effective, to the appropriate Government, stating clearly the reasons for the intended closure of the undertaking and a copy of such application shall also be served simultaneously on the representatives of the workmen in the prescribed manner: Provided that nothing in this sub-section shall apply to an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work.

(2) Where an application for permission has been made under sub-section (1), the appropriate Government, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen and the persons interested in such closure may, having regard to the genuineness and adequacy of the reasons stated by the employer, the interests of the general public and all other relevant factors, by order and for reasons to be recorded in writing, grant or refused to grant such permission and a copy of such order shall be communicated to the employer and the workmen.

(3) Where an application has been made under sub-section (1) and the appropriate Government does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days.

(4) An order of the appropriate Government granting or refusing to grant permission shall, subject to the provisions of sub-section (5), be final and binding on all the parties and shall remain in force for one year from the date of such order.

(5) The appropriate Government may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (2) or refer the matter to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference.

(6) Where no application for permission under sub-section (1) is made within the period specified therein, or where the permission for closure has been refused, the closure of the undertaking shall be deemed to be illegal from the date of closure and the workmen shall be entitled to all the benefits under any law for the time being in force as if the undertaking had not been closed down.

(7) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the undertaking or death of the employer or the like it is necessary so to do, by order, direct that the provisions of sub-section (1) shall not apply in relation to such undertaking for such period as may be specified in the order.

(8) Where an undertaking is permitted to be closed down under sub-section (2) or where permission for closure is deemed to be granted under sub-section (3), every workman who is employed in that undertaking immediately before the date of application for permission under this section, shall be entitled to receive compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months.]

6. The action of the Management is to be seen in the light of the aforesaid provisions. Case of the workman as pleaded by him has been detailed earlier. The workman has corroborated his case in his affidavit as his examination in chief which is uncontroverted. He has filed RTI documents. RTI application Exhibit W-1, RTI letter of Regional Director (Exhibit W-2), (Exhibit W-3) is the attendance sheet of the workman given to him in RTI and his salary details for the period from 2005 to 2017, Exhibit W-4 is the certificate regarding participation in Hindi Pakhwara in 2017, Exhibit W-5 is the certificate issued by Regional Director on 18-4-2011. Exhibit W-6 to W-24 are different orders issued by management which goes to support that he worked with the Management for the period as stated by him. Exhibit W-25 is the statement of Account of his bank account and pass book, Exhibit W-26 to W-28 which goes to show that he received emoluments at different rates till 2017 September.

7. As there is nothing on record to rebut these evidences, the application of the workman that he continuously worked for 240 days in every year till 2005 till 29-9-2017 is held proved. Since there is nothing on record also to rebut the case of the workman that he was not paid any compensation and was not given any prior notice, is retrenchment and is held in violation of Section 25 of the Act.

8. In the light of the findings recorded, the question which comes for consideration is to which relief the workman is entitled to? According to the workman, he was posted against a permanent vacancy and had worked for twelve years. Learned counsel has relied on case of Devendra Singh Vs. Municipal Council, Sanaur (2011)4 MPLJ 62 and has submitted that keeping in view the fact that the workman is not gainfully employed and has invested his prime period of twelve years with the institution, his reinstatement with back wages will serve the ends of justice.

9. IN the light of the facts discussed above, I find no occasion to differ with the argument of learned counsel except his prayer regarding back wages.

10. Accordingly, holding the termination of the services of the workman by Management against law, he is held entitled to be reinstated but with 25% of back wages. The reference is answered accordingly.

11. On the basis of the above discussion, following award is passed:—

A. The action of the management of Regional Director, National Institute of Open Schooling Regional Centre, Bhopal in terminating the services of workman Shri Nilesh Baghel w.e.f. 29-9-2017 is held to be unjustified.

B. The workman is held entitled to be reinstated but with 25% of the back wages.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 940.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रभारी निदेशक, भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल (म.प्र.); कार्यवाहक अध्यक्ष, ठेका मजदूर संघ, भोपाल

(म.प्र.)के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, भेल कर्मचारी एवं अनुबंधश्रमिक संयुक्त मोर्चा, बाघमुघलिया, भोपाल (म.प्र.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट के (संदर्भ संख्या CGIT/LC/R/29/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-42011/9/2021- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 940.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/29/2021) of the Central Government Industrial Tribunal cum Labour—Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Incharge Director, Bharat Heavy Electricals Limited, Bhopal (M.P.); The Officiating Chairman, Theka Mazdoor Sangh, Bhopal (M.P.) and The Chairman, BHEL Employees Even Contract Shramik Sanyukt Morcha, Baghmughaliya, Bhopal (M.P.), which was received along with soft copy of the award by the Central Government on 14/09/2022.

[F. No. L-42011/9/2021- IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/29/2021

Present: P.K. Srivastava

H.J.S. (Retd)

The Chairman

BHEL Employees Even Contract

Shramik Sanyukt Morcha

129, Shikshak Congress (Vidhya Nagar) Colony

Baghmughaliya, Bhopal (M.P.)

Workman

Versus

The Incharge Director

Bharat Heavy Electricals Limited

Bhopal (M.P.)

2. Officiating Chairman

Theka Mazdoor Sangh

LIG, 27/3, C-Saket Nagar,

Bhopal (M.P.)

Management

AWARD

(Passed on 29-8-2022.)

As per letter dated 13/7/2021 by the Government of India, Ministry of Labour, O/o the, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-42011/9/2021-IR(DU). The dispute under reference relates to:

“Kya Prabhandan (BHEL), Bhopal dwara uske sthapan mein neyojit society thekedar ke marfat teka shramikon ke nyunetam mazdoori mein prastavet 1600 rupee prati maah prati theka karmi ke katoti mah farvari 2021 ke vetan se karna nyayuchhit hain? yadi nahi to v ekes anutosh ko paane ke haqdar hain?”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman never appeared inspite of service of notice on him and nor has filed any written statement of claim.

3. The Management has also not filed any statement of defence.
4. In spite of giving opportunities to both the parties, none of the parties have filed the written arguments.
5. The initial burden to prove their claim lies on the workman. He has not filed any statement of claim nor has he filed any documents or evidence in his support. The workman has miserably failed to prove his case. Hence this tribunal is constrained to decide the reference against the workmen.
6. Accordingly the award in favour of the Management is passed. The workman is held entitled to no relief.
7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 941.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स स्काईलार्क इंफ्रा इंजीनियरिंग प्रा लिमिटेड, दुर्ग, छत्तीसगढ़ के प्रबंधन के संबद्ध नियोजकों और महासचिव, ठेका मजदूर संघ, दुर्ग, छत्तीसगढ़, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट के (संदर्भ संख्या CGIT/LC/R/28/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-42011/5/2021- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 941.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/28/2021) of the Central Government Industrial Tribunal cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Skylark Infra Engineering Pvt. Ltd, Durg, Chhattisgarh and The General Secretary, Theka Mazdoor Sangh, Durg, Chhattisgarh, which was received along with soft copy of the award by the Central Government on 14/09/2022.

[F. No. L-42011/5/2021- IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/28/2021

Present: P.K. Srivastava

H.J.S. (Retd.)

The General Secretary  
Theka Mazdoor Sangh,  
Akashganga, Rainbasera Supela,  
Bhilai-District Durg  
Chhattisgarh-490023

Workman

Versus

M/s Skylark Infra Engineering Pvt. Ltd  
Durg Bypass (NH-53), Tol Plaza,  
Near Dhamdha Naka  
Durg, Chhattisgarh

Management

AWARD

(Passed 29-8-2022)

As per letter dated 17/2/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-42011/5/2021-IR(DU). The dispute under reference relates to:

“Whether the action of the M/s Skylark Infra Engineering Pvt. Ltd, Contractor engaged at Durg Bypass under NHAI, Raipur by transferring 10 workers (list attached) and non-payment of wages due to non-joining of duty at new site by these 10 workers represented through Theka Mazdoor Sangh, Bhilai are entitled to? What other directions, if any, are necessary in the matter?”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman never appeared inspite of service of notice on him and nor has filed any written statement of claim.
3. The Management has also not filed any statement of defence. the Mangement has been represented by its counsel shri J.P. Dhimole, Advocate.
4. Insite of giving opportunities to both the parties, none of the parties have filed the written arguments.
5. The initial burden to prove their claim lies on the workman. He has not filed any statement of claim nor has he filed any documents or evidence in his support. The workman has miserably failed to prove his case. Hence this tribunal is constrained to decide the reference against the workmen.
6. Accordingly the award in favour of the Management is passed. The workman is held entitled to no relief.
7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 942.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरिसन इंजीनियर्स (ई/एम), लखनऊ,; मैसर्स उन्नति इंजीनियर्स, उस्मान एन्क्लेव, लखनऊ के प्रबंधन के संबंध में नियोजकों और श्री सुखाई, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट के (संदर्भ संख्या 54/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/08/2022 को प्राप्त हुआ था।

[फा. सं. एल-14012/17/2017- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 942.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2019) of the Central Government Industrial Tribunal cum Labour Court– Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Garrison Engineers (E/M), Lucknow,;The M/s Unnati Engineers Usman Enclave, Lucknow and Shri Sukhai, worker, which was received along with soft copy of the award by the Central Government on 17/08/2022.

[F. No. L-14012/17/2017-IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT LUCKNOW

#### PRESENT

**SOMA SHEKHAR JENA**  
HJS (Retd.)

I.D. No. 54/2019

Ref. No. L-14012/17/2017-IR(DU) dated: 29/10/2018

**BETWEEN**

Sh. Sukhai S/o Sh Ram Avatar  
Village – Udwalkheda, Post – Mohanlal Ganj  
Lucknow – 226301

**AND**

1. The Management  
Garrison Engineers (E/M)  
Lal Bahadur Shastri Marg, Lucknow – 226002

2. The management  
M/s Unnati Engineers  
Usman Enclave, Sector-O, Aliganj, Lucknow – 226024

**AWARD**

1. By order No. L-14012/17/2017-IR(DU) dated: 29/10/2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication

2. The reference under adjudication is:

“WHETHER THE ACTION OF GARRISON ENGINEERS (PRINCIPAL EMPLOYER) & THEIR CONTRACTOR M/S UNNATI ENGINEERS IN TERMINATING THE SERVICES OF SH SUKHAJ, EMPLOYED AS HELPER STATED TO BE SINCE 2006 TILL 08.09.2015, IS FAIR, JUST & LEGAL? IF NOT, TO WHAT RELIEF IS THE WORKMAN ENTITLED TO & TO WHAT EXTENT?”

3. The order of reference was endorsed to Sh. Sukhai S/o Sh Ram Avatar, Village – Udwalkheda, Post – Mohanlal Ganj, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman for filing the statement of claim with list of documents & list of witnesses on 24.10.2019. On the date fixed i.e. 24.10.2019 none turned up on behalf of the workman; however, the opposite party No. 01 put up its appearance. Next date 08.01.2020 was fixed for filing of statement of claim. The workman remained absent on 08.01.2020. Fresh notice was issued to the workman fixing 18.03.2020 to file statement of claim but workman remained absent on 18.03.2020 and on subsequent date i. e. 17.06.2020; and from the track record of the notice sent to the workman, it was evident that the notice issued to the workman had been delivered to him. Accordingly, the service of notice was presumed sufficient vide order dated 27.11.2020; however, in the interest of justice, another date was given for filing of statement of claim. The workman remained absent on 27.11.2020, 22.01.2021, 26.02.2021, 18.05.2021, 14.07.2021, 30.12.2021, 11.02.2022 and 18.02.2022. The workman neither turned up on any of the aforementioned dates nor moved any application or adjournment seeking time to file the statement of claim. More than two years' time has passed and the workman has failed to file his statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman to prosecute the case.

5. In the above circumstances, it appears that the workman does not want to pursue his claim on the basis of which the present industrial dispute has been raised; therefore, the present reference order is decided as if there is no grievance left with the workman. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 943.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरीसन इंजीनियर्स (ई/एम), लखनऊ,; मैसर्स उन्नति इंजीनियर्स, उस्मान एन्क्लेव, लखनऊ के प्रबंधन के संबद्ध नियोजकों और श्री संतोष कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं

श्रम न्यायालय, जबलपुर पंचाट के (संदर्भ संख्या 60/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23/08/2022 को प्राप्त हुआ था।

[फा. सं. एल-14012/19/2017- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 943.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2019) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Garrison Engineers (E/M), Lucknow.; The M/s Unnati Engineers Usman Enclave, Lucknow and Shri Santosh Kumar, worker, which was received along with soft copy of the award by the Central Government on 23/08/2022.

[F. No. L-14012/19/2017-IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT LUCKNOW

#### PRESENT

**SOMA SHEKHAR JENA**  
**HJS (Retd.)**

I.D. No. 60/2019  
Ref. No. L-14012/19/2017-IR(DU) dated: 29/10/2018

#### BETWEEN

Sh. Santosh Kumar S/o Sh Banwari Lal  
Village – Gaura, Post – Mohanlal Ganj  
Lucknow – 226302

#### AND

1. The Management  
Garrison Engineers (E/M)  
Lal Bahadur Shastri Marg, Lucknow – 226002

2. The management  
M/s Unnati Engineers  
Usman Enclave, Sector-O, Aliganj, Lucknow – 226024

#### AWARD

1. By order No. L-14012/19/2017-IR(DU) dated: 29/10/2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication
2. The reference under adjudication is:  
“WHETHER THE ACTION OF GARRISON ENGINEERS (PRINCIPAL EMPLOYER) & THEIR CONTRACTOR M/S UNNATI ENGINEERS IN TERMINATING THE SERVICES OF SH SANTOSH KUMAR, EMPLOYED AS HELPER STATED TO BE SINCE 2006 TILL 08.09.2015, IS FAIR, JUST & LEGAL? IF NOT, TO WHAT RELIEF IS THE WORKMAN ENTITLED TO & TO WHAT EXTENT?”
3. The order of reference was endorsed to Sh. Santosh Kumar S/o Sh Banwari Lal Village – Gaura, Post – Mohanlal Ganj, Lucknow with direction to the party raising the dispute to file the statement of claim along with

relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman for filing the statement of claim with list of documents & list of witnesses on 24.10.2019. On the date fixed i.e. 24.10.2019 none turned up on behalf of the workman; however, the opposite party No. 01 put up its appearance. Next date 08.01.2020 was fixed for filing of statement of claim. The workman remained absent on 08.01.2020. Fresh notice was issued to the workman fixing 18.03.2020 to file statement of claim but workman remained absent on 18.03.2020 and on subsequent date i.e. 17.06.2020; and from the track record of the notice sent to the workman, it was evident that the notice issued to the workman had been delivered to him. Accordingly, the service of notice was presumed sufficient vide order dated 27.11.2020; however, in the interest of justice, another date was given for filing of statement of claim. The workman remained absent on 27.11.2020, 22.01.2021, 26.02.2021, 18.05.2021, 14.07.2021, 30.12.2021, 11.02.2022 and 18.02.2022. The workman neither turned up on any of the aforementioned dates nor moved any application or adjournment seeking time to file the statement of claim. More than two years' have passed and the workman has failed to file his statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman to prosecute the case.

5. In the above circumstances, it appears that the workman does not want to pursue his claim on the basis of which the present industrial dispute has been raised; therefore, the present reference is decided as if there is no grievance left with the workman. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 944.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरीसन इंजीनियर्स (ई/एम), लखनऊ,; मैसर्स उन्नति इंजीनियर्स, उस्मान एन्क्लेव, लखनऊ के प्रबंधन के संबद्ध नियोजकों और श्री लवकुश, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट के (संदर्भ संख्या 53/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/08/2022 को प्राप्त हुआ था।

[फा. सं. एल-14012/28/2017- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 944.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2019) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Garrison Engineers (E/M), Lucknow,;The M/s Unnati Engineers Usman Enclave, Lucknow and Shri Lavkush, worker, which was received along with soft copy of the award by the Central Government on 17/08/2022.

[F. No. L-14012/28/2017- IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT LUCKNOW

#### PRESENT

SOMA SHEKHAR JENA  
HJS (Retd.)

I.D. No. 53/2019

Ref. No. L-14012/28/2017-IR(DU) dated: 15/11/2018

#### BETWEEN



Sh. Lavkush S/o Sh. Ramkishan  
Udwatkhedha, Post – Mohanlal Ganj  
Lucknow – 226301

**AND**

1. The Management  
Garrison Engineers (E/M)  
Lal Bahadur Shashtri Marg, Lucknow – 226002

2. The management  
M/s Unnati Engineers  
Usman Enclave, Sector-O, Aliganj, Lucknow – 226024

**AWARD**

1. By order No. L-14012/28/2017-IR(DU) dated: 15/11/2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication

2. The reference under adjudication is:

“WHETHER THE ACTION OF GARRISON ENGINEERS (PRINCIPAL EMPLOYER) & THEIR CONTRACTOR M/S UNNATI ENGINEERS IN TERMINATING THE SERVICES OF SH LAVKUSH, EMPLOYED AS HELPER STATED TO BE SINCE 2006 TILL 08.09.2015, IS FAIR, JUST & LEGAL? IF NOT, TO WHAT RELIEF IS THE WORKMAN ENTITLED TO & TO WHAT EXTENT?”

3. The order of reference was endorsed to Sh. Lavkush S/o Sh. Ramkishan, Village – Udwatkhedha, Post – Mohanlal Ganj, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman for filing the statement of claim with list of documents & list of witnesses on 24.10.2019. On the date fixed i.e. 24.10.2019 none turned up on behalf of the workman; however, the opposite party No. 01 put up its appearance. Next date 08.01.2020 was fixed for filing of statement of claim. The workman remained absent on 08.01.2020. Fresh notice was issued to the workman fixing 18.03.2020 to file statement of claim but workman remained absent on 18.03.2020 and on subsequent date i.e. 17.06.2020; and from the track record of the notice sent to the workman, it was evident that the notice issued to the workman had been delivered to him. Accordingly, the service of notice was presumed sufficient vide order dated 27.11.2020; however, in the interest of justice, another date was given for filing of statement of claim. The workman remained absent on 27.11.2020, 22.01.2021, 26.02.2021, 18.05.2021, 14.07.2021, 30.12.2021, 11.02.2022 and 18.02.2022. The workman neither turned up on any of the aforementioned dates nor moved any application or adjournment seeking time to file the statement of claim. More than two years' time has passed and the workman has failed to file his statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman to prosecute the case.

5. In the above circumstances, it appears that the workman does not want to pursue his claim on the basis of which the present industrial dispute has been raised; therefore, the present reference order is decided as if there is no grievance left with the workman. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2022

**का.आ. 945.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोपराइटर, मैसर्स स्टार शिपिंग कंपनी, वेलिंगडन आइलैंड, कोच्चि, के प्रबंधन के संबद्ध नियोजकों और महासचिव, स्वातंत्र कंटेनर लॉरी थोझिलाली यूनियन (आईएनटीयूसी) कोच्चि, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक

अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम पंचाट के (संदर्भ संख्या 07/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.08.2022 को प्राप्त हुआ था।

[फा. सं. एल-42025/07/2022-26-आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 21st September, 2022

**S.O. 945.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2016) of the Central Government Industrial Tribunal cum Labour Court - Cum-Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The Proprietor, M/s. Star Shipping Company, Wellington Island Kochi, and The General Secretary, Swathanthra Container Lorry Thozhilali Union (INTUC) ,Kochi, which was received along with soft copy of the Award by the Central Government on 10.08.2022.

[F. No. L-42025/07/2022-26- IR(DU)]

D.K. HIMANSHU, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

**Present:** Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 20th day of April 2022, 30 Caitra 1944)

#### ID No.07/2016

Workman/Union : The General Secretary  
Swathanthra Container Lorry Thozhilali Union (INTUC)  
Kizhakke Ayyamveliparambu  
KMP Nagar, Palluruthy  
Kochi – 682006

By Adv.C. Anilkumar

Management : The Proprietor  
M/s.Star Shipping Company  
DLB Building, Indira Gandhi Road  
Wellington Island  
Kochi – 682003

By Adv.P. Radhakrishnan

This case coming up for final hearing on 12.10.2021 and this Industrial Tribunal-cum-Labour Court on 20.04.2022 passed the following:

#### AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-16014/1/2016-IR(B-II) dated 03.02.2016 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  
“Whether the action of the Management of Star Shipping Company in denying monthly wages, daily batha and allowances and termination of services of Sri.Shibu C. J. is justifiable ? If not, what relief he is entitled to get ?”
3. The Union filed a claim statement stating that the workman was a driver in the Management company from 02.02.2014 and since then his services were continuous and uninterrupted. The Management was not paying any wages to the workman but was paid only allowances. Since the allowance was also not paid in time, there was some dispute between the Management and drivers including the workman. Despite adverse service conditions the workman continued to work with allowance alone. However when the Management stopped paying allowances also in September and October 2014, the workman demanded payment of wages and allowances due to him. Thereupon on 18.10.2014 the Management denied employment to the workman. At the time of denial of employment, no notice, notice pay or compensation were paid to the workman. The allowances due for the last 4 trips are also withheld by the Management. Many of the drivers junior to the workman are still working with the Management.

No allegations of misconduct were raised against the workman. The action of the Management in denying employment to the workman is vitiated by malafides.

4. The Management filed written statement denying the above allegations. The Union or the disputing workman have no actionable claim against the Management. As per the records, the workman joined the Management as driver on 27.02.2014. The workman was never regular in his duties and remained unauthorisedly absent. During his employment with the Management from 27.02.2014 to 03.10.2014 the workman had taken 65 trips for which he was paid wages, bata and allowances. In spite of repeated requests, the workman refused to attend the work. In addition to remaining absent, the workman entrusted the container truck of the Management to other persons without authorization. When the same was questioned, the workman raised unnecessary allegations against the Management. Since the workman was unauthorisedly absent, the Management had to appoint a driver for the truck on temporary basis. The workman came with another person and protested thereby forcing the Management to cancel the trip at the loss of Rs.15000/-. Only after interference by the Police, the obstruction created by the workman was removed. When the Management scrutinized the details of the trip, it came to the notice of the Management that the workman had misappropriated huge amounts from the Management. On questioning the workman regarding the misappropriation, the workman took the truck owned by the Management away from the premises of the company and parked somewhere without the authorization of the respondent. The Management was compelled to file criminal complaint no. CC 857/2014 before the Hon'ble Judicial First Class Magistrate Court, Kochi and the same is pending for consideration. This case is filed as a retaliation to the criminal complaint filed by the Management against the workman.

5. The workman filed a rejoinder denying the allegations in the written statement.

6. On 21.09.2021 the learned Counsel for the Union submitted that there is a possibility of out of Court settlement in this matter. Thereafter the matter was posted on various dates to file the settlement if any, between the Union and the Management. However neither the Union nor the Management was keen to pursue the industrial dispute. Though the matter was posted for evidence of the Union, the Union did not come forward to give evidence. The Management also remained absent. Hence it is felt that neither the Management nor the Union is interested in pursuing the industrial dispute.

7. Hence a no dispute award is passed.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 20th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2022

**का.आ. 946.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय जबलपुर के पंचाट के (संदर्भ संख्या 61/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-22012/67/2018—आई. आर. (सी एम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 29th September, 2022

**S.O. 946.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2018) of the Central Government Industrial Tribunal-cum-Labour Court JABALPUR as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L. and their workmen, received by the Central Government on 29/09/2022

[F. No. L-22012/67/2018 – IR(CM-II)]

RAJENDER SINGH, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/61/2018**

**Present: P.K. Srivastava**

**H.J.S. ( Retd.)**

**Shri Lingraj Nayak,  
Area Secretary  
Samyukta Koyla Mazdoor Sangh (AITUC)  
Chirmiri Area PO-West Chirmiri  
Korea (Chhattisgarh)-497335**

**Workman**

**Versus**

**The Sub Area manager,  
SECL Kurasia Group of Chirmiri Area  
PO-Kurasia Colliery  
District Korea (Chhattisgarh)-497335**

**Management  
AWARD**

**(Passed on 8-8-2022.)**

As per letter dated 13/1/208 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/67/2018-IR(CM-II). The dispute under reference relates to:

“Whether the action on the part of the Management of Sub-Area Manager SECL.Kurasia Gropup, Kurasia Colliery of Chirmiri Area for taking action against Shri Babu S/o Khalia for dismissing him from service without scrupulously following the Section 3391) of the ID Act is appropriate and justified?If not, what relief the workman Shri Babu S/O ShriKhalia is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties. Inspite of service of notice, no statement of claim was filed from the side of the workman.

2. The Management filed its written statement of defence. According to the management, the workman Babu, son of Khalia was initially appointed as casual labour. As per his service records his permanent address was Village and post Sahapur, Police Station Purushottampur, District Ganjam(Orissa). The Management received a complaint on 7-4-2017 from Satyapoojan Mishra alleging that the workman has got employment fraudulently by producing false documents. This complaint was sent by management to Superintendent of Police, District Ganjam(Orissa) for verification. The Superintendent of Police District Ganjam(Orissa) informed the management after inquiry that the person whose photographs was annexed/affixed with the letter of Management is in fact of Shri Babu Pradhan S/o late Shri Dandashi Pradhan. No person of the name Babu Son of Khalia has ever been residing at Village Sahapur. In fact Khaliya is father-in-law of Babu Pradhan. The management decided to conduct a departmental inquiry. A charge sheet dated 23-8-2017 was issued alleging charge under Article 26.9 and 26.22 of Certified Standing orders. The workman denied the charges, hence the management decided to conduct an inquiry. Shri Avinash Kumar was appointed the Inquiry Officer and Shri Sanjay Shiroadh was appointed Management representative. The workman participated in the inquiry and cross-examined the witnesses, examined the witness in his support and also filed documentary evidence. The Inquiry Officer held the charges proved against the workman in his Inquiry Report dated 20-10-2017. The Disciplinary Authority sent a copy of Inquiry Report asking the workman to have his say on it. The workman filed written representation against the Inquiry report on 11-1-2017. The Disciplinary Authority after considering the inquiry report and the representation against it, concurred with the view of the Inquiry Officer and passed the punishment order on 27-11-2017 awarding the sentence of dismissal of the workman from service.

3. Since none appeared from the side of the workman, the reference proceeded ex-parte against the workman.

4. The Management filed affidavit of its witness who was the Presenting Officer during the inquiry and also proved documents Exhibit M-1 to M-10, which are inquiry papers.

5. I have heard Shri A.K.Shashi, learned counsel for the Management and have gone through the record. Following three points come up for consideration in the case in hand:-

**(1) Whether the inquiry held is legal and proper?**

**(2) Whether the punishment is proportionate to the Charge?**

**(3) Relief to which the workman is entitled?”**

6. For the sake of convenience all these points are being taken together.

7. The initial burden to prove the first point regarding legality of the inquiry is on the workman and in absence of any evidence from his side or pleadings, the workman is held to have failed in discharging the burden. From the perusal of the inquiry proceedings, it comes out that the workman has participated in the inquiry. He has cross-examined management witness and produced his oral and documentary evidence, hence the departmental inquiry conducted against the workman is held legal and proper.

8. As regards the second point the settled preposition of law regarding proof of charge in departmental inquiry is that the charges need not be proved beyond doubt like criminal trial. Keeping this yardstick in view, I find no occasion to disagree with the finding of the inquiry officer that the charges are proved.

9. The charges proved are of impersonation and getting employment by furnishing false/fake information which are of serious nature and invites major punishment, hence the punishment also cannot be said to be excessive.

10. In the light of above discussion, the reference deserves to be answered against the workman and he is entitled to no relief.

11. On the basis of the above discussion, following award is passed:—

**A. The action of the management of Sub-Area Manager SECL. Kurasia Gropup, Kurasia Colliery of Chirmiri Area for taking action against Shri Babu S/o Khalia for dismissing him from service without scrupulously following the Section 33(1) of the ID Act is held to be just and proper.**

**B. The workman is held entitled to no relief.**

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2022

**का.आ. 947.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जयपुर के पंचाट के (संदर्भ सं० 52/2019) प्रकाशित करती है।

[फा. सं. एल-12011/30/2019-आई आर;बी.-II]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 30th September, 2022

**S.O. 947.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.52/2019 of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jaipur shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[F. No. L-12011/30/2019 -IR(B-II)]

RAJENDER SINGH, Under Secy.

**अनुबंध**

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 52/2019

Reference No. L-12011/30/2019-IR (B-II)

Dated: 10.09.2019

महासचिव, अखिल राजस्थान बैंक सफाई कर्मचारी संघ, मकान नं. 40, चोंवरिया मार्ग, नाहरगढ़ किले के नीचे, जयपुर, (राजस्थान)

.....प्रार्थी

**बनाम**

1. उप महाप्रबंधक, यूको बैंक, जोनल ऑफिस, ऑरविट माल, दूसरी मंजिल, अजमेर रोड़ जयपुर (राजस्थान)

.....अप्रार्थीगण/ विपक्षी

उपस्थित:—

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 06.05.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 10.09.2019 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2A के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :—

CGIT-52/2019

“Whether the claim of Akhil Rajasthan Bank Safai Karmachari Congress, Jaipur against the management of UCO Bank, Zonal Office, Jaipur for not giving promotion to Sh. Gopal Lal Chawariya, Housekeeper cum Peon to the post of daftary/ clerk whereas his juniors were promoted to the post of Clerk from 2014 & 2016, is legal & justified? If yes, what relief the workman is entitled to?”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 10.09.2019 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 23.10.2019 को इस अधिकरण में प्राप्त हुआ—तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अब तक लंबित रहा है। आज दिनांक 06.05.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 23.10.2019 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने का अधिकारी नहीं है।
4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाषनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 30 सितम्बर, 2022

**का.आ. 948.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरियन्टल बैंक आफ कामर्स के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जयपुर के पंचाट के (संदर्भ सं0 13/2012) प्रकाशित करती है।

[फा. सं. एल-12012/65/2011—आई आर(बी.-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 30th September, 2022

**S.O. 948.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.13/2012 of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jaipur shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen.

[F. No. L-12012/65/2011 -IR(B-II)]

RAJENDER SINGH, Under Secy.

**अनुबंध****केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 13/2012****पीठासीन अधिकारी : राधामोहन चतुर्वेदी**

रेफरेन्स नं.-L-12012/65/2011-IR(B-II) दिनांक 21/12/2011

श्री बाबुलाल पुत्र श्री वेनाराम जी मेघवाल जरिये कार्यालय अखिल भारतीय ट्रेड यूनियन (एटक) जिला परिषद बाडमेर राणजी घांची बिल्डींग हनुमंत भवन के सामने बालोतरा — 344022

... प्रार्थी

बनाम

1. जनरल मैनेजर, ओरियन्टल बैंक आफ कामर्स, प्रथम तल आन्नद भवन, संसार चन्द्र रोड़, जयपुर
2. शाखा प्रबंधक, ओरियन्टल बैंक आफ कामर्स, हनुमंत भवन के पास बालोतरा— 344022

.....अप्रार्थीगण

प्रार्थी की ओर से : श्री कुणाल रावत —अधिवक्ता

अप्रार्थी की ओर से : कोई उपस्थित नहीं, एकपक्षीय कार्यवाही

: अधिनिर्णय :

दिनांक : 05-05-2022

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 21.12.2011 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) डी व 2 ए के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित विवाद इस अधिकरण को न्यायनिर्णयन हेतु संदर्भित किया गया

**“Whether the action of the management of Oriental Bank of Commerce, Balotara in terminating the services of Shri Babulal S/o. Veneramji Meghwal w.e.f. 28.05.2010 is legal and justified ? What relief the concerned workman is entitled to ?”**

2. दिनांक 16.5.2012 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया। प्रार्थी का कथन है कि विपक्षी संख्या 2 द्वारा अक्टूबर 2000 में प्रार्थी को चतुर्थ श्रेणी कर्मचारी के रूप में भर्ती किया गया। प्रार्थी से बैंक के विभिन्न कार्य प्रातः 10 से शाम 8 बजे तक करवाये जाते थे। दिनांक 27.5.2010 तक प्रार्थी ने विपक्षी के अधीन सेवा की। दिनांक 28.5.2010 को विपक्षी ने प्रार्थी को अकारण सेवामुक्त कर दिया। सेवामुक्त करने के पूर्व अधिनियम 1947 की धारा 25 (एफ) के प्रावधानों का पालन करते हुये प्रार्थी को कोई नोटिस अथवा नोटिस वेतन एवं छंटनी प्रतिकर नहीं दिया गया। प्रार्थी को सेवामुक्ति के उपरांत नये श्रमिकों की भर्ती की गई एवं उन्हें नियमित कर दिया गया। विपक्षी ने कोई

वरिष्ठता सूची भी नहीं बनाई। प्रार्थी सेवासमाप्ति के उपरांत बेरोजगार रहा है। अतः सेवासमाप्ति को अवैध घोषित करते हुये प्रार्थी को सेवा में निरंतरता एवं विगत वेतन—परिलाभों सहित बहाल किया जावे।

3. विपक्षीगण द्वारा वाद का विरोध करते हुये यह कहा गया कि प्रार्थी विपक्षी बैंक की शाखा में अपने साधन से जल वितरण का कार्य करता था। जल वितरण के उपरांत प्रार्थी अन्य किसी भी स्थान पर कार्य करने के लिये स्वतंत्र था इसलिये उभयपक्ष के मध्य श्रमिक एवं नियोक्ता का संबंध नहीं था। प्रार्थी ने ऋण लेने के लिये वर्ष 2006 में एक शपथ पत्र प्रस्तुत किया था। जिसमें यह कथन था कि वह स्वयं या उसके परिवार का कोई सदस्य राजकीय या अर्द्ध-राजकीय सेवा में नहीं है। प्रार्थी ने अपने व्यवसाय हेतु ऋण मांगा था। प्रार्थी को विपक्षी ने कभी नियुक्त नहीं किया और सेवामुक्त भी नहीं किया। प्रार्थी को जल वितरण कार्य के लिये औसतन 550 रुपये का भुगतान वाउचर के माध्यम से किया जाता था। प्रार्थी ने स्वेच्छया जल वितरण बंद करके यह मिथ्या वाद प्रस्तुत किया है। विपक्षी ने अधिनियम के किसी प्रवधान का उल्लंघन नहीं किया। प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। इसलिये वाद निरस्त किया जावे।

4. प्रार्थी के प्रार्थना पत्र दि. 1.4.2014 पर अधिकरण द्वारा दि. 28.4.16 को यह आदेश दिया गया कि विपक्षी, याचित अभिलेखों के संदर्भ में प्रार्थी से संबंधित यदि कोई अभिलेख हो, तो उसकी प्रति प्रस्तुत करें अन्यथा सक्षम अधिकारी का शपथ-पत्र अनुपलब्धता के कारण सहित प्रस्तुत करें। इस आदेश के अनुसरण में विपक्षी द्वारा दि. 27.6.2016 एवं 8.9.2016 को सूची सहित प्रलेख प्रस्तुत किये गये एवं श्री राजीव मेहता वरिष्ठ प्रबंधक का शपथ पत्र भी प्रस्तुत किया गया।

5. प्रार्थी ने अपने साक्ष्य में स्वयं बाबूलाल को परीक्षित किया किंतु कोई प्रलेख प्रदर्शित नहीं करवाया। प्रार्थी ने अपने शपथ पत्र के चरण सं. 19 में प्रदर्श डब्ल्यू-1 से डब्ल्यू तक प्रलेख प्रस्तुत करने का कथन अवश्य किया है किंतु प्रार्थी अभिभाषक ने अपने तर्क के दौरान कोई भी प्रलेख प्रदर्शित न किया जाना स्वीकार किया। प्रार्थी के इस शपथ पत्र पर दि. 11.11.2019 से विपक्षी को प्रतिपरीक्षा का अवसर दिया गया। किंतु 26.8.2021 तक भी प्रार्थी से कोई प्रतिपरीक्षा विपक्षी द्वारा नहीं की गई, इसलिये दि. 26.8.2021 को विपक्षी के विरुद्ध एकपक्षीय कार्यवाही का आदेश पारित करते हुये प्रतिपरीक्षा का अवसर समाप्त किया गया।

6. दि. 25.4.2022 को मैंने अभिभाषक प्रार्थी के एकपक्षीय तर्क सुने और साक्ष्य का परिशीलन किया। प्रार्थी का यह तर्क है कि विपक्षी ने न तो प्रार्थी को नियुक्त करते समय कोई लिखित आदेश पारित किया और न ही सेवा समाप्ति का लिखित आदेश दिया। विपक्षी ने वादोत्तर में यह तो स्वीकार किया है कि वह प्रार्थी से जल वितरण का कार्य करवाता था किंतु नियुक्ति देना फिर भी अस्वीकार किया है। प्रार्थी ने जो दस्तावेज विपक्षी से तलब करवाये उसमें विपक्षी ने यह उत्तर दिया है कि 10 वर्ष के दस्तावेज हजारों की संख्या में हैं जिन्हें लाया जाना संभव नहीं है। इससे यही अर्थ निकलता है कि दस्तावेज तो विपक्षी के पास उपलब्ध हैं, लेकिन वह उन्हें प्रस्तुत नहीं करना चाहता। इसलिये विपक्षी के प्रति प्रतिकूल उपधारणा की जावे। प्रार्थी के शपथ पत्र का कोई विखंडन विपक्षी द्वारा नहीं किया गया है इसलिये प्रार्थी के कथन स्वीकार किये जावे।

7. मैंने प्रार्थी के तर्कों एवं साक्ष्य पर ध्यानपूर्वक विचार किया। तदुपरांत विचारणीय बिंदुओं पर विवेचित विनिश्चय इस प्रकार है :—

**विचारणीय बिंदु संख्या 1 :— क्या प्रार्थी एवं विपक्षी के मध्य नियोक्ता एवं कर्मकार के संबंध स्थापित हुये ? यदि हां, तो क्या विपक्षी ने अधिनियम की धारा 25 (एफ) के प्रावधानों की अनुपालना प्रार्थी की सेवासमाप्ति के पूर्व की है?**

8. प्रार्थी ने अपने शपथ पत्र में यह कहा है कि उसकी नियुक्ति तिथि अक्टूबर 2000 में है और उसने दि. 27.5.2010 तक विपक्षी के अधीन कार्य किया है। किंतु तर्क के दौरान अभिभाषक प्रार्थी ने यह स्वीकार किया कि विपक्षी द्वारा कोई नियुक्ति आदेश एवं सेवासमाप्ति आदेश लिखित में जारी नहीं किये गये। अभिभाषक प्रार्थी ने यह भी स्वीकार किया कि प्रार्थी की ओर से कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की गई है, किंतु उनका यह आक्षेप है कि विपक्षी ने उनके द्वारा प्रस्तुत करवाये जाने वाले दस्तावेज प्रस्तुत नहीं किये, जो प्रार्थी के पक्ष का समर्थन कर सकते थे। इस संदर्भ में मैंने आदेशिका दि. 28.4.2016, 27.6.2016 एवं 8.9.2016 का ध्यानपूर्वक अवलोकन किया है। विपक्षी



ने अधिकरण के आदेशानुसार दि. 27.6.2016 को उपस्थिति रजिस्टर, वेतन भुगतान रजिस्टर और वाटर सप्लाई के भुगतान वाउचर जिनके माध्यम से प्रार्थी को भुगतान किया गया, की प्रतियां प्रस्तुत की हैं। इन प्रलेखों की अवधि वर्ष 2008 से 2010 तक है। तदुपरांत दि. 8.9.2016 को विपक्षी द्वारा प्रार्थी से संबंधित ऋण प्रार्थना पत्र, अनुबंध एवं वाउचर की फोटोप्रतियां भी प्रस्तुत की गई हैं। ये प्रलेख चूंकि प्रार्थी द्वारा ही प्रस्तुत करवाये गये हैं, इसलिये साक्ष्य में प्रदर्शित न होने के बावजूद इनका अवलोकन अविधिपूर्ण नहीं है। अधिकरण के आदेशानुसार विपक्षी के वरिष्ठ प्रबंधक श्री राजीव मेहता ने अपने शपथ पत्र में यह स्पष्ट किया है कि प्रार्थी से संबंधित कोई भी रिकार्ड अप्रार्थी बैंक में उपलब्ध नहीं है। फिर भी अवलोकन हेतु अंतिम 3 वर्ष, 2008 से 2010 के हाजिरी रजिस्टर भुगतान रजिस्टर व वाउचर्स की फोटोप्रति प्रस्तुत की जा रही है।

9. इन प्रलेखों के अवलोकन से यह प्रकट होता है कि वर्ष 2008 से 2010 तक विपक्षी बैंक में संधारित उपस्थिति पंजिका और वेतन भुगतान रजिस्टर में प्रार्थी का नाम कहीं पर भी अंकित नहीं है। तर्क के दौरान भी प्रार्थी के अभिभाषक ने इन प्रलेखों में प्रार्थी का नामोल्लेख न होना स्वीकार किया है। इस तथ्यात्मक परिदृश्य में यद्यपि विपक्षी द्वारा प्रार्थी के शपथ पत्र पर कोई प्रतिपरीक्षा नहीं की गई है, लेकिन प्रार्थी के शपथ पत्र में किये गये कथनों को, विपक्षी द्वारा प्रार्थी के आवेदन पर प्रस्तुत किये गये उपस्थिति रजिस्टर एवं वेतन भुगतान रजिस्टर के परिशीलन से कोई समर्थन नहीं मिला है। यह स्पष्ट हो जाता है कि प्रार्थी विपक्षी के अधीन किसी भी पद पर नियुक्त नहीं किया गया। इसलिये प्रार्थी एवं विपक्षी के मध्य नियोक्ता एवं कर्मकार के संबंध स्थापित होना प्रमाणित नहीं हो पाया है।

10. चूंकि प्रार्थी और विपक्षी के मध्य नियोक्ता और कर्मकार के संबंध प्रमाणित नहीं हो पाये हैं इसलिये विपक्षी से अधिनियम की धारा 25 (एफ) के प्रावधानों के अंतर्गत सेवासमाप्ति के पूर्व एक माह का नोटिस अथवा नोटिस वेतन एवं छटनी प्रतिकर का भुगतान किये जाने की विधिक अपेक्षा नहीं की जा सकती है। विपक्षी का यह कथन संभाव्य प्रतीत होता है कि प्रार्थी विपक्षी बैंक में अपने साधन से जल वितरण मात्र करता था जिसका भुगतान किया जाना विपक्षी द्वारा प्रस्तुत किये गये वाउचर की प्रतियों से प्रमाणित होता है, जिनकी पुश्त पर प्रार्थी के हस्ताक्षर होना दर्शाया गया है।

11. इस विवेचन के उपरांत चूंकि प्रार्थी और विपक्षी परस्पर कर्मकार और नियोक्ता होना प्रमाणित नहीं हुये हैं इसलिये दि. 28.5.2010 को विपक्षी द्वारा कथित रूप से की गई सेवासमाप्ति भी प्रमाणित नहीं मानी जा सकती है। अतः यह विचारणीय बिंदु प्रार्थी के विरुद्ध विनिश्चित किया जाता है।

**अनुतोष :- विचारणीय बिंदु पर प्राप्त उपर्युक्त निष्कर्ष के आधार पर प्रार्थी विपक्षी से कोई अनुतोष प्राप्त करने का अधिकारी प्रमाणित नहीं होता है।**

12. श्रम मन्त्रालय भारत सरकार द्वारा इस अधिकरण को न्यायनिर्णयन हेतु प्रेषित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।

13. अधिनियम की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 30 सितम्बर, 2022

**का.आ. 949.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 133/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-22011/3/2019—आई आर(सी.एम.-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 30th September, 2022

**S.O. 949.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 133/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 30/09/2022

[F. No. L-22011/3/2019 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT KANPUR****PRESENT****SOMA SHEKHAR JENA****HJS (Retd.)**

I.D. No. 133/2019

Ref. No. L-22011/3/2019-IR(CM-II) dated: 26.03.2019

**BETWEEN**

The General Secretary,  
Food Corporation of India Shramik Union  
2715, 2nd floor, Gali No. 7, Chuna Mandi,  
Near Sangatrashan, Police Chowki, Pahargunj,  
New Delhi - 110055

**AND**

1. The Area Manager, Food Corporation of India,  
Blue Star Building, 14/79, Civil Lines, Kanpur (U.P.) – 208001.
2. The General Manager, Food Corporation of India, TC/3V,  
Vibhuti Khand, Gomti Nagar, Lucknow – 226001.

**AWARD**

This award is delivered in respect of the Industrial Dispute communicated to this Tribunal in letter no. L-22011/3/2019 – IR (CM-II) dated 26/03/2019 issued by the Government of India, Ministry of Labour. The reference is stated as here under:

“Whether the actions of the management of Food Corporation of India, Lucknow/ Kanpur in not revising the piece rate of wages payable to the workers working under “No work no pay” system at FCI, FSD Etawah, from the date it become due, is just and fair? IF not, to what relief the workers concerned are entitled?”

After the reference was received the Industrial Dispute 133 of 2019 was registered and on 13/05/2019, on 28/06/2019 and on 08/08/2019 workmen side appeared before the Tribunal but no claim statement has been filed by the workmen. The proceeding was fixed to 30/10/2019, 09/01/2020, 14/02/2020, 07/05/2020, 23/09/2020, 18/12/2020, 24/02/2021, 06/04/2021, 12/05/2021, 16/07/2021, 21/09/2021, 12/10/2021, 09/12/2021, 27/01/2022 and 07/04/2022.

On the aforesaid dates no one appeared on behalf of the workmen side and no claim statement has been filed. On the other hand one memo has been filed on behalf of the O.P. management side that Food Storage Depot Etawah has already effected revision of piece rate wages. This memo of the management side has not been controverted on record. It is presumable that the workmen are not willing to pursue the Industrial Dispute stated in the reference as communicated to this Tribunal.

Hence the reference is answered with ‘nil’ award.

Parties are left to bear their respective costs.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2022

**का.आ. 950.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया चार्टर्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अक्टूबर अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय एर्नाकुलम कोचीन के पंचाट के (संदर्भ संख्या 11/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-11012/50/2014—आई आर(सी.एम.-I)]

राजेन्द्र सिंह, अवसर सचिव

New Delhi, the 3rd October, 2022

**S.O. 950.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.11/2015) of the Central Government Industrial Tribunal-cum-Labour Ernakulam Cochin as shown in the Annexure, in the industrial dispute between the Management of Air India Charters Ltd and their workmen, received by the Central Government on 30/09/2022

[F. No. L-11012/50/2014 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,  
ERNAKULAM**

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Wednesday the 20th day of April 2022, 30 Caitra 1944)

**ID No.11/2015**

Workman/Union : The Regional Secretary  
Aviation Industry Employees Guild  
Kerala Region, Air India  
International Airport-II  
Trivandrum – 24

By Adv.Ashok B. Shenoy

Management : The Chief Executive Officer  
M/s. Air India Charters Ltd  
Corp. Head Quarters  
Gandhi Square, D. H. Road  
Kochi – 682016

By M/s. Menon &amp; Pai

This case coming up for final hearing on 02.09.2021 and this Industrial Tribunal-cum-Labour Court on 20.04.2022 passed the following:

**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-11012/50/2014-IR(CM-I) dated 12.02.2015 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the action of the Management of Air India Charters Ltd in denying the flying allowance as notified for AAICS in their circular dt.16.03.2011 to those Airline Attendants assigned with the duties of Airline Attendant in charge is fair and justifiable? To what relief they are entitled to?”

3. According to the claim statement filed by the Union, the workmen are employed by the Management in their services as Airline Attendants attending the duties and works of rendering in-flight services in aircrafts during the flying hours. The flying attendants are paid fixed monthly emoluments and emoluments based on their flying

hours, apart from that they are also paid various allowances depending on the nature of duties and functions assigned and discharged by them. The emoluments and allowances are payable to the workman in terms of Circular-Staff Notice no.AICL/AA/18-5/250 dt.16.03.2011 issued by the Management. One of the allowances payable is flying allowance which is payable based on flying hours at the rate fixed for each flying hour. As per the Staff Notice dt.16.3.2011 flying allowance payable for the discharge of duties of Airline Attendants is fixed at the rate of Rs.200/- per flying hour, for higher level duties of Senior Airline Attendant, the allowance is Rs.300/- per flying hour and for discharging of the still higher level duties of Airline attendant in Charge, it is fixed at the rate of Rs.400/- per flying hour. The Management while operating their aircrafts and flights, nominates the higher duties of Airline Attendant in Charge to one of the Airline Attendants deployed in that particular flight. Such assignments of higher duties and responsibilities of Airline Attendant in Charge is quite distinct and higher from that of a mere Airline Attendant. Airline Attendants are made to work against and discharge higher duties and functions of Airline Attendant in Charge without actually promoting them. Despite discharge of higher duties of Airline Attendant in Charge, Management does not pay them the flying allowance payable to Airline Attendant in Charge, at higher rate of Rs.400/- per flying hour. They are being paid at a lower rate of Rs.200/- per flying hour for discharge of higher functions of Airline Attendant in Charge. The action of the Management in denying and not paying flying allowance at the higher rate payable to Airline Attendant in Charge to Airline Attendant for discharge of the higher functions and duties of Airline Attendant in Charge is illegal, unfair and unjust. The workmen are entitled for arrears of flying hours at higher rate for the period from 01.04.2011.

4. The Management filed written statement denying the above allegations. Subsequent to filing of this dispute vide Staff Notice no.AICL/AA/18-5/250 the Management implement new career progression and enhanced emoluments including flying allowance at per hour basis w.e.f. 01.04.2015. Accordingly the Airline Attendants are paid fixed monthly emoluments based on their flying hours. They are also entitled for various other allowances depending upon the nature of duties assigned and performed by them including flying allowance which is paid to them based on the flying hours discharged by them. In view of the above, the issue regarding flying allowance has been resolved and redressed and accordingly the industrial dispute has become infructuous. As per the new career progression policy, Airline Attendants who has completed 5 years of continuous service will be given a career progress as Senior Airline Attendant and a Senior Airline Attendant who has completed 5 years of continuous service will be given a career progression as Airline Attendant in Charge and Airline Attendant who has completed 5 years of continuous service will be given career progression as Check in Airline Attendant. This career progression procedure will be considered based on the performance and seniority in the previous grade. In April 2016, on completion of 5 years of service, 50 Airline Attendants were eligible to be promoted as Airline Attendant in Charge.

5. The Union filed a replication denying the averments in the written statement. Introduction or implementation of the new career progression and enhanced emoluments w.e.f. 01.04.2015 vide Staff Notice no.AICL/AA/18-5/250 dt.29.04.2015 in no way redressed the industrial dispute raised with reference to Staff Notice dt.16.03.2011. This is all the more so, when the claims in the subject relates to the period for 01.04.2011 to 31.03.2015.

6. From 12.07.2019 onwards the matter was posted for evidence of Union. On 17.09.2019, the learned Counsel for the Union submitted that he has no instructions from the Union. Hence the matter was posted for the evidence of the Management. After few postings, the Management also came forward and submitted that since the Union is not proposing any evidence, they are also not proposing any oral evidence.

7. The denial of flying allowance as per circular dt.16.03.2011 to Airline Attendants assigned with the duties of Airline Attendant in Charge is the subject dispute referred by the Govt. The learned Counsel for the Management submitted that the Management introduced a new career progression and enhanced emoluments including flying allowance from 01.04.2015 and therefore the claim of the Union has become infructuous. Though the Union in their rejoinder submitted that their claim in the subject dispute related from 01.04.2011 to 31.03.2015 and the new scheme is introduced from 01.04.2015 and therefore it is not correct to claim that the industrial dispute raised by them is resolved or redressed, they did not come forward to give any evidence either oral or documentary. Since the Union failed to give any evidence, the Management also did not adduce any evidence on their side. Since the Union failed to prosecute the matter by producing the required evidence, I am of the considered view that there is no illegality in denying the flying allowance notifying as per Circular dt.16.03.2011.

8. Hence an award is passed holding that there is no illegality in denying the flying allowance notified as per Circular dt.16.03.2011 to those Airline Attendants assigned with duties of Airline Attendant in Charge.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 20th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2022

**का.आ. 951.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय एर्नाकुलम कोचीन के पंचाट के (संदर्भ संख्या 43/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-20013/01/2022—आई आर(सी.एम.-I)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 3rd October, 2022

**S.O. 951.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.43/2014) of the Central Government Industrial Tribunal-cum-Labour Ernakulam Cochin as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 30/09/2022

[F. No. L-20013/01/2022 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,  
ERNAKULAM**

Present: Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Monday the 11th day of April 2022, 21 Caitra 1944)

**ID No.43/2014**

Workman/Union	:	1.	Late Smt.T. Pushpa Parapoyil House Post Eravannur Via Narikunni Kozhikode – 673585
Impleaded workmen	:	2.	Sri.Karunan P. Parapoyil House Post Eravannur Via Narikunni Kozhikode – 673585
		3.	Smt.Ajithakumari P. Ulinkunnumal (H) Vattoli Bazar Balussery Kozhikode
		4.	Smt.Preetha P. Vayalkuniyil (H) Eravannur P.O. Narikunni Kozhikode – 673585
		5.	Smt.Bindhu P. Sasipuram (H) Thekkearattupoyil Makada P.O.

Kakkodi  
Kozhikode

6. Sri.Binu P.  
Pannyamvelly (H)  
Parannur P.O.  
Narikunni  
Kozhikode

Adv. Rekha R.

Managements : 1. District Manager  
Food Corporation of India  
West Hill  
Kozhikode – 673005

2. The General Manager  
Food Corporation of India  
Regional Office  
Trivandrum – 695001

By Adv.Manju Rajan

This case coming up for final hearing on 02.02.2021 and 01.11.2021 and this Industrial Tribunal-cum-Labour Court on 11.04.2022 passed the following:

#### AWARD

1. This is an industrial dispute filed U/s 2A(2) of the Industrial Disputes Act, 1947.

2. As per the claim statement, the worker joined the Management in the year 1978. She worked as a casual labourer till 2011. She worked from 10 AM to 5 PM during all these years on every working day. During February 2011 the worker was diagnosed cancer. The worker submitted the details of her treatment in Medical College Hospital to the Management authorities. The worker came out of treatment and recouped her health during January 2012 and with the fitness certificate issued by the Doctor, she approached the Management on 09.01.2012 for joining the duty. She was not allowed to join the duty and was informed that they would issue an order. She continued for reporting for duty but she was not allowed to sign the attendance register. Later when enquired through Union, it was informed that her name had been removed from the rolls and she was terminated from service. The worker sent a request letter to the then Member of Parliament on 15.01.2013. The Member of Parliament requested the Management vide his letter dt.15.01.2013 for immediate intervention. However the reply of the Management was in negative. The worker had continuous and uninterrupted service from the time of joining the service since the year 1978. The superannuation age applicable to the employees of the Management is 60 years of age. The Management is also liable to pay medical expenses for the treatment incurred by her. Now the worker is out of the employment and is having no source of income. On 12.06.2013 the worker filed a complaint before the Assistant Labour Commissioner(Central), Ernakulam. The conciliation ended up in failure as the Management failed to co-operate.

3. The Management filed written statement denying the above allegations. There is no industrial dispute in this case as defined U/s 2(k) of the Industrial Disputes Act. There is no relationship of employer and employee in this case. The industrial dispute is barred by limitation. After filing of this industrial dispute, the worker expired on 09.10.2014. Hence the question of reinstatement and back wages does not arise. After the death of the worker, two impleading petitions were filed by the husband and 4 children of the worker. No Legal Heirship Certificate was produced by them to show that they are the only legal heirs of the deceased. The present industrial dispute is raised on an experimental basis. The claim of the worker that she was an employee of the Management company from 1978 is not correct. The worker was working under different contractors under the labour contract societies since 1978. The worker was never directly employed by the Management. The payments made to the worker was only through the contractor who engaged them for work. Though the worker applied for leave from 26.03.2011 along with medical certificate stating that she was suffering from Cancer and was undergoing chemotherapy and radiation from 30.04.2011, the Management could not accept the application as the worker was not a direct employee. The Management introduced "No Work No Pay" System (NWNP System) in Food Storage Depot (FSD), West Hill, Kozhikode w.e.f. 01.12.2011. As per NWNP System, only those workers who had been paid wages for atleast 9 months during the last 12 months were to be considered for employment. The worker was absent for 8 months out of past one year prior to introduction of NWNP System in January 2012. Hence she was not allowed to work under NWNP System. The worker approached the Management in January 2012 with a Fitness Certificate issued by a Doctor and requested for rejoining the duty. By that time NWNP System was already introduced. Since the worker was not eligible she was not enrolled into the scheme. Since the worker was never an employee of the Management,

she is not entitled for reimbursement of the medical expenses incurred by her for treatment. The Management was considering the induction of the worker due to the vacancy which arose on the retirement of another labourer. In the meanwhile the worker expired on 09.10.2014, before a final decision was taken. The privilege available to the legal heirs are not applicable to the worker because she had never been an employee under the Management.

4. The worker filed rejoinder denying the allegations in the written statement filed by the Management. The worker was employed, paid, controlled and supervised by the Management and therefore the industrial dispute is maintainable. The worker raised the dispute over the issue of her denial of employment. Such a dispute is maintainable U/s 2A(2) of the Industrial Disputes Act. The worker was denied employment in 2012 and the dispute is raised in 2014 and therefore the industrial dispute is well within the period of limitation. The worker died during the pendency of these proceedings. The legal heirs are entitled for wages from the date of denial of employment till her death and one among the legal heirs is also eligible to get compassionate employment. The Legal Heirship Certificate will be produced during the course of this proceedings. As a worker who spent 34 years working for the Management has approached this Court with clean hands. The worker joined the service of the Management in the year 1978. She continued in the service of the Management till 2011 when she applied for leave on medical grounds. The worker was not aware of the contractors under whom she was stated to have worked. There is no immediate employer in between the worker and the Management. If at all there is a contractor, such contract is without the knowledge of the worker and is a sham arrangement to deprive the legal claims of the worker. If the veil is lifted it can be seen that the worker was an employee of the Management. The deceased worker was employed by the Management and hence the Management is bound to accept the medical leave application. However the Management has not rejected the same. The "No Work No Pay" system and engagement of workers who worked 9 months during the 12 months are totally different. Since the worker was undergoing treatment for cancer, there was no justification for the Management to deny employment only on the ground that she was absent because of her disease. It is pointed out that, though the Management is contenting that the worker was working under different contractors, they are not disclosing the names and details of the contractors which would show the lack of bonafides in the contention of the Management. When the worker reported for duty in January 2012, she was denied employment on the ground that she was absent for 8 months undergoing treatment. The nature has made the life of the deceased miserable, but the Management had made it more miserable by denying employment to her. The worker is eligible to continue in service of the Management till she attained the age of 60 and the worker is eligible to get reimbursement of medical expenses which was denied to her without any justification. The averment that the worker was employed through a contractor is made for the first time only to deprive the legal rights of the deceased. The averment that the Management considered the claim of the worker for permanency on the retirement of another regular worker itself shows that the worker had a right for employment under the Management and it will pass on to the eligible legal heirs on the death of the worker. The claim of the worker will not become infructuous on account of her death. The claim will not abate on account of the death of the worker and her legal heirs can continue the dispute in view of Sec 10(8) of the Industrial Disputes Act, 1947. The worker had a very clear cause of action to raise the dispute the moment she was denied employment by the Management and the same will pass on to the legal heirs on her death. Since the legal heirs are already impleaded, they are eligible to get the back wages and other benefits as if she continued in service till her death.

5. During the pendency of proceedings, the learned Counsel for the worker filed two IAs as IA no.210/2014 and IA no.87/2015. According to IA no.210/2014, the worker in this industrial dispute died on 09.10.2014 and further pleaded that her husband Sri.Karunan may be impleaded as a party in this industrial dispute. The Counsel produced the Death Certificate of the worker and also a certificate from the Village Officer, Madavoor confirming that Sri.Karunan is the husband of the worker. As per IA no.87/2015 filed by the learned Counsel for the worker, it was pleaded that the children of the worker may also be impleaded as a party to the proceedings. A copy of the Relationship Certificate issued by the Village Officer, Madavoor was also produced along with the IA. Later the Counsel also produced the Legal Heirship Certificate in respect of Late.T. Pushpa issued by the Tahsildar, Calicut showing the applicants in the IA as legal heirs of the deceased worker. This Tribunal after hearing the parties allowed both the IAs vide order dt.08.04.2016 and directed Sri.Karunan, the husband of the deceased worker to be impleaded as the 2nd additional workman and the children as additional workmen 3 to 6.

6. On completion of pleadings, Smt.Preetha P the 4th impleaded worker was examined as WW1 and marked Exbts.W1 to W11 through her. The Management examined MW1 and marked Exbt.M1 to M3.

7. The following issues are required to be adjudicated in this dispute;

1. Whether the worker was the direct employee of the Management ?
2. Whether the worker and consequent her death the legal heirs are eligible to get the monitory and other benefits of the deceased worker ?
3. Relief and cost?

8. **Issue No. 1**

According to the learned Counsel for the Management, the worker was not an employee of the Management, Food Corporation of India. She was working under different contractors under the labour contract societies since 1978. All the payments to the worker were made through the contractors who engaged her for the work. According to the learned Counsel for the worker, the worker worked directly under the control and supervision of the Management and therefore the Management is liable to regularize her service and also pay her all the monitory benefits consequent her death on 09.10.2014. According to the learned Counsel for the worker, the worker worked for 34 years with the Management and it is not fair on the part of the Management to take a contention that she worked under various contractors during all these years. The Hon'ble Supreme Court of India in **Hussainbhai Vs Alath Factory Thozhilali Union**, 1978 KHC 625 considered the question of contract workers as per the provisions of the Industrial Disputes Act. In the above case, 29 workmen were denied employment which led to the reference. The Hon'ble Supreme Court held that

“ Para 5. The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, infact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the life, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43A of the Constitution. The Court must be astute to avoid mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

Para 6. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefits and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off “.

The Hon'ble Supreme Court again considered the issue in **Bhilwara Dugdh Utpadak Sahakari Sang Ltd Vs Vinod Kumar Sharma**, 2011 KHC 4769. The Hon'ble Supreme Court in similar circumstances observed that

“Para 2. In order to avoid their liability under various labour statutes, employers are very often resorting to subterfuge by trying to show that their employees are, infact, the employees of a contractor. It is high time that this subterfuge must come to an end.

Para 3. Labour statues were meant to protect the employees/ workmen because it was realize that the employers and employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technic of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statues by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

Para 4. This Court cannot countenance such practices anymore. Globalization/liberalization in the name of growth cannot be at the human cost of exploitation of workers “.

In this particular case, the case of the worker is that she was working with the Management from 1978 to 2011. During February 2011 the worker was affected the breast cancer and she was under going treatment in Govt Hospital, Kozhikode. The Management was informed of her decease and consequent treatment. When she reported for duty on 09.01.2012 along with a fitness certificate she was informed that she was removed from the rolls of the Management. She tried to get back her employment through the Union as well as through the local Member of Parliament. According to the learned Counsel for the Management, she could not be reinstated as the Management introduced “ No Work No Pay (NWNP) System”. As per the NWNP System, only those workers who and been paid wages for at least 9 months during the last 12 months prior to 01.12.2011 were considered for employment under the system. Since the worker was absent for 8 months prior to introduction of NWNP System, her case was not considered, though the worker submitted her leave application on medical grounds from 26.03.2011 onwards. The Management witness MW1 in his evidence also admitted the fact that the worker was working with the Management from 1978. He further admitted the fact that the provident fund contribution in respect of the worker was being paid by the Management. Of course he clarified that the contribution paid by the Management is deducted from the contract amount paid to the contractors.



9. According to the learned Counsel for the Management, the worker was employed by the Management through different contractors. However the Management failed to produce any evidence such as proof of contract or adduced any evidence on the side of the contractor to substantiate their claim that the worker was working under the contractor. The learned Counsel for the worker relied on the decision of the Hon'ble High Court of Punjab and Haryana in **H.M.M. Coaches Ltd now M/s.HMM Infra Ltd and others Vs Presiding Officer, Labour Court, Ambala and another**, 2016 2 LLJ 26 (P&H) to argue that it is the responsibility of the Management to adduce evidence to support their case that the worker was engaged through a contractor. In the above case the Hon'ble High Court of Punjab and Haryana held that the burden of proof is on the Management to establish the fact that the workmen involved in that case were the workers of contractors. After examining the evidence on record the Hon'ble High Court held that

“The only possible way for the Management to have come out of its predicament was to have summoned the contractor as its own witness for them to face cross examination by the workers so that the truth would be revealed. I have no doubt in my mind that the attempt to introduce the contractors into the picture was clearly an afterthought which was not even the case stated in the claim statement of the petitioner”.

The Hon'ble High Court concluded that “when there is not even an iota of unimpeachable evidence on record to come to any other conclusion than the one taken by the Labour Court then there is no gainsaying that the evidence produced leaned in favour of the worker to conclude that there was indeed a direct relationship between the workmen and the Management”. The learned Counsel for the Management relied on the decision of the Hon'ble Supreme Court in **Suresh K. K. and another Vs Food Corporation of India and others**, 2018 KHC 4363 to argue that the contract employees cannot claim the benefits under the Industrial Disputes Act against the principal employer. In the above case, the workmen failed to adduce any evidence to establish their relationship with the Management and on the other hand the Management produced evidence to show that the workmen were in fact the workers of a contractor. In view of the evidence adduced by the Management, the Hon'ble Supreme Court held that the worker can claim the reliefs if any, only from the society and not from the principal employer. In this case as already pointed out, the Management failed to produce any document or evidence to support their case that the worker was engaged through contractors for 34 years of her service with the Management.

10. The law laid down the Hon'ble Supreme Court of India and High Courts regarding the test to be applied when there is a claim of an intermediary contractor by the Managements, goes in favour of the worker as there is no evidence from the side of the Management to establish the claim of an intermediary contractor.

Hence the issue whether the worker was an employee of the Management is decided in favour of the worker and against the Management.

#### 11. **Issue No. 2**

According to the learned Counsel for the worker, the worker worked with the Management as Sweeper from 1978. The Management also admitted the fact that the worker worked with the Management from 1978, though the Management claimed that the worker worked under different contractors. The Management witness MW1 also admitted the fact that the worker worked with the Management from 1978 onwards. Exbts.W4 dt.06.07.2012 and Exbt.W7 dt.25.01.2012 are letters sent by the Area Manager of Food Corporation of India to the General Manager, Food Corporation of India recommending to consider the case of the worker against any of the four retiring Ancillary Labourer. In these letters the Area Manager had recommended regularization of the service of the worker after she reported for duty along with a fitness certificate after treatment for breast cancer. Exbt.W9 dt.05.04.2013 also recommended for induction of the worker in the service of the Management. However before a final decision is taken in this matter, the worker died on 09.10.2014. The worker also produced the Attendance Register from 01/2011 to 03/2013 to show that the worker was on a monthly salary and was working continuously with the Management. Exbt.M3 is a statutory return in Form 3A under Employees Provident Fund Scheme, 1952 which also shows the worker was on a monthly wage and the provident fund contribution was being remitted by the Management. The learned Counsel for the worker relied on the decision of the Hon'ble Supreme Court of India in **Director, Fisheries Terminal Division Vs Bhikubhai Meghajibhai Chavda**, 2010 KHC 6126 to argue that once the worker discharged her responsibility by producing the documents at her command, the burden shifts to the Management to prove that she has not worked for more than 240 days as required U/s 25B of the Act. In the above case the workman was a watchman who was paid daily wages and whose presence were marked in the Muster Roll. According to the Management, the workman worked from 1986 till 1988 and during this period the workman had worked for 93 days, 145 days and 31 days respectively. According to them the workman had not worked for more than 240 days in the preceding year. The Hon'ble Supreme Court relying on the decision in **R. M. Yellatty Vs Assistant Executive Engineer**, 2006 (1) SCC 106 held that

“The respondent was a workman hired on daily wage basis. So it is obvious, as this Court pointed out in the above case that he would have difficulty in having access to all the above documents, Muster Roll etc., in connection with his service. He came forward and deposed, so in our opinion the burden of proof

shift to the employer/appellant to prove that he did not complete 240 days of service in the requisite period to constitute continuous service ”.

12. In the present case also it is seen that the 4th impleaded worker was examined as WW1 and she stated in her evidence that the worker worked with the Management from 1978 to 2011. However she could only produce supporting documents for the year 2007-2011. The learned Counsel for the worker relied on the decision of **Gauri Shankar Vs State of Rajasthan**, 2015 (12) SCC 754. In the above case, the workman was working with the respondent and his case was that he was appointed against a permanent and sanctioned post w.e.f. 01/1990 till his services came to be retrenched and he had rendered service of more than 240 days in every calendar year and has received salary from the respondent department each month. The workman challenged the retrenchment as bad in law as the same is in violation of Sec 25F, 25G, 25H, 25T and 25U of the ID Act. The workman applied for production of the Muster Roll and the management failed to produce the relevant Muster Rolls. The Hon'ble Supreme Court relying on its earlier decisions in **Gopal Krishna G Ketker Vs Muhammed Haji Latheef**, AIR 1968 SC 1413 and **Murukesam Pillai Vs Manikyavasaka Pandara**, 1917 (5) LW 759 held that even if the burden of proof does lie on a party, the Court can draw an adverse inference if he withholds important documents in his possession which can throw light on the facts of issue. The learned Counsel for the worker also relied on the decision of the Hon'ble Supreme Court in **Sriram Industrial Enterprises Ltd Vs Mahak Singh and others**, 2007 (4) SCC 94, wherein the Hon'ble Supreme Court held that when the workman discharged their initial onus by producing the documents in their possession, it is the responsibility of the management to disprove the claim of the workman that he did not work for more than 240 days with the management one year immediately prior to his/her termination. In this case there is no dispute regarding the fact that the worker was working with the Management w.e.f. 1978. There is no dispute regarding the fact that the worker was not allowed to join the service when she reported for duty after availing medical leave for treatment of cancer from 02/2011 to 01/2012. The evidence discussed above will substantiate the case. There is also evidence that the Management was paying monthly salary to the worker and her provident fund contribution was paid by the Management. WW1, the 4th additional worker, the daughter of the deceased worker also entered the box and deposed that her mother worked with the Management till March 2011. Hence it can be safely be concluded that the legal heirs of the worker had discharged their responsibility of proving that the worker worked for more than 240 days in one year prior to her termination. In such circumstances, as per the law laid down by the Hon'ble Supreme Court on the issue, it is possible to draw an adverse inference that the worker worked for more than 240 days in view of the fact that the Management failed to produce any documents to disprove the claim that she worked continuously for more than 240 days in one year prior to her termination.

13. According to the learned Counsel for the Management, the prayer in the claim petition is for reinstatement with back wages. Since the worker expired on 09.10.2014, the reliefs claimed by the worker cannot be granted in this industrial dispute. According to the learned Counsel for the worker, it is an admitted fact that the worker worked with the Management from 1978 to February 2011. Since the worker is diagnosed with cancer, she could not report for work from March 2011. When she reported for duty on 09.01.2012 along with a fitness certificate, she was not allowed to join duty and on enquiry, it is confirmed that her services were terminated by the Management. The worker therefore raised this industrial dispute. During the pendency of the industrial dispute, the worker died on 09.10.2014. This Tribunal allowed the application of the legal heirs to be impleaded in the proceedings. As per Sec 10(8) of the Industrial Disputes Act,

“ No proceedings pending before a Labour Court, Tribunal or National Tribunal in relation to an industrial dispute shall lapse merely by reason of the death of any of the parties to the dispute being a workman, and such Labour Court or Tribunal or National Tribunal shall complete such proceedings and submit its award to the appropriate Govt”.

Hence the legal heirs of the worker continued to adjudicate the claim filed by the late worker and they are entitled for the monitory benefits if any, accrued to the worker during her service with the Management.

Hence the worker has rendered continuous service of 240 days with the Management one year prior to her termination and the legal heirs are entitled for the monitory benefits accrued to the worker during her service with the Management.

#### 14. Issue No .3

It is already found in the earlier paragraphs that the worker was working directly under the Management and after her death, the legal heirs are entitled for all the benefits. According to the learned Counsel for the Management, the Management introduced “No Work No Pay” System in Food Storage Depot, West Hill, Kozhikode w.e.f. 01.12.2011. As per the above scheme, those workers who had been paid wages atleast for 9 months during the last 12 months were to be considered for employment. Since the worker was absent for 8 months out of past one year prior to introduction of NWNP system, she was not allowed to work under the scheme. It was also admitted by the Management that the leave application submitted by the worker on 26.03.2011 along with medical certificate was not considered since she was not a regular employee under the Management and working under different contractors. It was also admitted that the worker approached the Management with a fitness certificate to rejoin duty. By that time the Management had already introduced NWNP system in which the

payments are made directly by the Management. Due to her ineligibility she was not enrolled into the system. As already found, the worker was a direct employee of the Management during the relevant point of time and it is not correct on the part of the Management to deny her the benefit of the new system only due to the fact that she was on medical leave due to cancer. It is fairly admitted by the Management in para 14 of the written statement that they work considering induction of the worker into the new system due to the vacancy which arose on retirement of another labourer. However she could not be extended the benefits due to her unfortunate death on 09.10.2014. Hence the denial of benefits under NWNP scheme w.e.f. 01.12.2011 is illegal and therefore she is entitled for the benefits w.e.f. 01.12.2011 from the date the new system is introduced by the Management.

15. There is no dispute regarding the fact that the worker was employed by the Management with effect from 1978. There is also no dispute regarding the fact that she continued to work with the Management till March 2011. Later she approached the Management in January 2012 along with a fitness certificate however she was denied employment on the ground that the Management had already introduced NWNP system and the worker was not eligible to be considered under the system for employment. From Exbt.M3, it is seen that the wage paid to the worker for March 2011 was Rs.3460/-. She worked with the Management for almost 33 years. The worker expired on 09.10.2014 when she was fighting for her employment and when the Management was considering her induction into the Management service under the new scheme. The learned Counsel for the worker relied on the decision of the Hon'ble Supreme Court in **Deepali Gundu Surwase Vs Kranti Junior Adayapak Mahavidyalaya**, 2013 10 SCC 324 and argued that when the termination of the worker is found to be illegal she is entitled for reinstatement with back wages. In this case since the worker is no more, there is no question of reinstatement. However the legal heirs of the worker are entitled to claim the monitory benefits that accrued to the worker consequent on the finding that her termination was illegal. As already pointed out, the worker was working with the Management for more than 33 years, when her services were terminated. She is also entitled for back wages from the date of her termination till her death on 09.10.2014 and the statutory benefits U/s 25F of the Industrial Disputes Act. Taking into account all the above facts and the monthly salary reflected in Exbt.M3, interest of justice will be met if the Management is directed to pay a lumpsum compensation of Rs.3,00,000/- in lieu of full and final settlement of all the monetary claims. Though the learned Counsel for the worker argued that one of the legal heirs is also entitled for a compassionate appointment as per the scheme prevailing in the Management, no such evidence regarding the scheme is produced in this industrial dispute. However as already found, since the Management was considering the induction of the worker as per the NWNP system and the scheme of compassionate appointment, if any, available in the Management for the NWNP system, the Management may consider the compassionate appointment of one of the eligible legal heirs in the system.

16. Hence an award is passed holding that the action of the Management in denying employment to the worker is not correct and justified. The legal heirs of the worker are entitled for a lumpsum monitory compensation of Rs.3,00,000/- in lieu of full and final settlement of all the monitory claims.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 11th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

## APPENDIX

### Witness for the Workman:-

WW1 - Smt.Preetha, dt.31.10.2019

### Witness for the Management:-

MW1 - Sri.Sunny George, dt.23.01.2020

### Exhibits for the Workman:-

- W1 - True copy of Relationship Certificate
- W2 - True copy of Death Certificate of Late Smt. T. Pushpa
- W3 - True copy of letter dt.04.04.2014 of Asst. Labour Commissioner (Central), Ernakulam
- W4 - True copy of the letter dt.06.07.2012 of the Area Manager to the General Manager, FCI
- W5 - True copy of Certificate showing the period of rest advised to the worker issued by Medical College Hospital, Kozhikode
- W6 - True copy of the Fitness Certificate issued by the Medical Officer Dr.Hamza Palakkal
- W7 - True copy of the letter dt.25.01.2012 of the Area Manager, FCI
- W8 - True copy of the letter dt.15.01.2013 of the M.P. Sri.M. K. Raghavan

- W9 - True copy of the letter dt.05.04.2013 of the Area Manager, FCI  
 W10 - True copy of the Legal Heirship Certificate  
 W11 - True copy of the Muster Roll for January 2011 to March, 2011

**Exhibits for the Management:-**

- M1 - True copy of the letter dt.05.07.2011 of Director, Ministry of CAFPD, Dept. of Food & Public Distribution, Krishi Bhavan, New Delhi  
 M2 - True copy of the letter dt.04.08.2011 of Dy. Gen. Manager (IR-L), FCI, HQ, New Delhi  
 M3 - True copy of the EPF account statement No. KR/KKD/00003602/000/0000405 dt.05.10.2012 of Late Smt.T. Pushpa

नई दिल्ली, 3 अक्टूबर, 2022

**का.आ. 952.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बर्ड वर्ल्डवाइड फ्लाइट सर्विस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय एर्नाकुलम कोचीन के पंचाट (संदर्भ संख्या 40/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/09/2022 को प्राप्त हुआ था।

[फा. सं. एल-11012/6&7/2021—आई आर(सी.एम.-I)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 3rd October, 2022

**S.O. 952.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2021) of the Central Government Industrial Tribunal-cum-Labour Ernakulam Cochin as shown in the Annexure, in the industrial dispute between the Management of Bird Worldwide Flight Service Pvt Ltd and their workmen, received by the Central Government on 30/09/2022

[F. No. L-11012/6&7/2021 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM**

**Present:** Shri V.Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
 (Wednesday the 13th day of July 2022, 22 Asadha 1944)

ID No.40/2021

- |                |   |    |   |
|----------------|---|----|---|
| Workmen/Unions | : | 1. | The President<br>Kerala Civil Aviation workers' Congress (INTUC)<br>INTUC Office, Market Road<br>Aluva<br>Ernakulam – 683101          |
|                |   | 2. | The President<br>Bharathiya Masdoor Sangh (BMS)<br>CIAL Airport Unit<br>Nedumbassery<br>Ernakulam – 683111                            |
| Managements    | : | 1. | Managing Director<br>M/s. Bird Worldwide Flight<br>Services Pvt Ltd<br>E09, Cannaught House<br>Cannaught Palace<br>New Delhi – 110001 |

2. The General Manager (Operation) & Station Head  
M/s.Bird Worldwide Flight Services Pvt Ltd  
Airline Office Building Cochin International Airpor  
Nedumbassery  
Kochi Airport P.O.  
Ernakulam – 683111  
By Adv.N. K. Karnis

This case coming up for final hearing on 13.07.2022 and the same day this Industrial Tribunal-cum-Labour Court passed the following:

#### AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-11012/6 & 7/2021-IR(CM-1) dated 10.06.2021 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  
“Whether the action of the Management of M/s.Bird Worldwide Flight Services Pvt Ltd in terminating the services of Sri.Anish Chandran and 546 others (as per the list enclosed) (without complying with the provisions of sec 25(F) (A) & 25 (F) (B) and other provisions is fair and justifiable? If not, what relief they are entitled to?”
3. After receipt of the order of reference from Govt, summons was issued to the parties to appear and file claim on 08.09.2021. There was no representation for the Unions. The Management entered appearance. The matter thereafter was posted on 01.11.2021, 30.12.2021, 23.03.2022 and finally on 30.07.2022. There was no representation for the Unions and also the Management. No claim is filed on the side of the Unions. Hence it is felt that the parties are not interested in pursuing the industrial dispute.
4. Hence a ‘no dispute award’ is passed holding that there is no merit in the claim of the Unions.  
The award will come into force one month after its publication in the official Gazette.  
Dictated to the Personal Assistant, transcribed and passed by me on this the 13th day of July, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2022

**का.आ. 953.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एग्जीक्यूटिव डाइरेक्टर, मेसर्स गेल(इंडिया) लिमिटेड, औरैया उ.प्र.; मैनेजिंग डाइरेक्टर मेसर्स यूपीएसकेएनएल, देहरादून के प्रबंधन के संबंध में नियोजकों और श्री रामानंद ए डिस्ट्रिक्ट- औरैया के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट के (संदर्भ संख्या 38/2012) प्रकाशित करती है।

[फा. सं. एल-30012/22/2012—आईआर(M)]

आशीष कुमार यादव, अवर सचिव

New Delhi, the 6th October, 2022

**S.O. 953.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. (38/2012) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Executive Director, M/s GAIL (India) Ltd., Auraiya-U.P.; The Managing Director, M/s UPSKNL, Garhi Cantt, Dehradun and Shri Ramanand, Dist. Auraiya.

[F. No. L-30012/22/2012-IR(M)]

ASHISH KUMAR YADAV, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT KANPUR

PRESENT

**SOMA SHEKHAR JENA****HJS (Retd.)**

ID Case No. 38/2012

Ref. No. L-30012/22/2012-IR(M) dated: 08.05.2012

**BETWEEN**Shri Ramanand,  
Vill & Post Bhadaripur, Dist. Auraiya.**AND**

1. The Executive Director,  
M/s GAIL (India) Ltd.,  
Pata Dist. Auraiya-U.P.
2. The Managing Director,  
M/s UPSKNL, Garhi Cantt,  
Dehradun- 248001

**AWARD**

This award arises out of the reference communicated to this Tribunal in notification no. L-30012/22/2012-IR(M) dated 18/05/2012 issued by the Government of India Ministry of Labour & Employment.

The schedule containing as the Industrial Disputes is stated as here under:

1. Whether the action of the Management of M/s Uttarakhand Purva Sainki Kalyan Nigam Limited, Dehradun in terminating the services of Ramanand S/o Shri Sant Kumar Chaturvedi w.e.f. 19/08/2011 is legal and justified?
2. Whether management of GAIL (India) Limited, Pata can be held responsible for termination of services of the applicant by his contractors, if so, what will be the quantum of relief to the applicant?

The claimant has filed statement of claim application with averments which may be summarized as follows:

Previously the name of the employer was M/s Gas Authority of India Ltd. UPPC, Pata which has been changed to M/s GAIL (India) Limited, Pata, District Auraiya (here after referred as 'GAIL').

The Company had to provide secretarial assistants/PA to their officers but GAIL had not appointed secretarial assistants / PA resulting in shortfall of a number of posts in secretarial services in its various offices.

The applicant had applied for one of the posts vide application dated 19/07/1999. After proper interview the applicant was selected and was appointed as Data Entry Operator and was attached with Head of Department (Fire & Safety) on 29.07.1999 on the vacant post of P.A. to Head of Department (F&S). (Head of Department is herein after referred as HOD).

The employer M/s GAIL India Ltd. did not pay his salary on due dates, therefore, he requested the employer again and again to pay the same. After about 2 months, the employer, for exploitation and unfair labour practice, directed a contractor to enroll his name with the Contractor and forced me to accept salary from the so called Contractor. It is evident from the letter of the labour supplier Contractor that after selection and appointment of the applicant by GAIL on 29.07.1999 the labour supplier was forced to enroll his name with him. It is clear in this regard that the papers regarding contract are camouflage and sham and the employer is M/s GAIL India Limited. The payment of salary is made through transfer into the Bank Account of the applicant directly.

The workman being poor unemployed person during hard days of high prices was forced to accept the payment through the so - called contractor while neither GAIL ( India ) Limited was registered under the Contract Labour ( Regulation & Abolition ) Act, 1970 nor the contractor had the proper license for the said job. The contractor and the contract papers are fabricated , camouflage, sham and mechanically arranged . But due to poor economic conditions and livelihood, the applicant was compelled to receive the salary after two months as was directed by GAIL ( India ) Limited. Otherwise the applicant was threatened with removal from employment.

As per definition of Contract Labour as defined in clause ( b ) of section - 2 ( 1 ) ( b ) of Contract Labour ( R & A ) Act , 1970 - the applicant did not fall in the definition of contract labour because the applicant was selected by M / s GAIL ( India ) Ltd. but was imposed on the contractor without knowledge of the contractor.

The work done by the claimant was of secretarial nature like office management , assisting the Head Of Department in general administration , typing letters , drafting of proposals , scheduling of appointments , organizing meetings and all the jobs which was done by a PA to HOD .

All his work was supervised and controlled by the officer of M / S GAIL (India) Ltd. i.e Head Of Department to whom he was attached. As it is self explanatory the job of PA / Secretarial Assistant to Head Of Department can only be supervised and controlled by the officer to whom the workman was attached. He was fully under the control of the officers of the company and he discharged the duties under the supervision and control of the officer of the company and there was no role whatsoever of the so called contractor as regards the work being discharged by the claimant workman.

The attendance and sanction of leave of the claimant were done by the officers of M / s GAIL (India) Ltd..

On behalf of the O.P. GAIL written statement has been submitted with averments which may be concisely stated as follows:

GAIL, Pata has out sourced certain activities / services like providing Secretarial, Para - medical and other peripheral services on Contract basis within the ambit of Contract Labour (Regulation & Abolition) , 1970. Accordingly, contracts for such services are awarded to the eligible contractors by following Contract and Procurement Policy (C & P Policy) of GAIL. It is submitted that the contract labour in the above activities are engaged because it is neither practicable nor necessary for GAIL to engage regular workmen in the above mentioned works, processes and / or operations .

It is submitted that GAIL Pata obtained Registration as required under Section 7 of the Contract Labour (Regulation & Abolition) Act , 1970 ( the Act ) for engagement of contract labour for performing various works as detailed therein within the ambit of the Act . A copy of certificate of registration dated 05.04.1988 is filed herewith.

It is submitted that the outsourcing of Secretarial, Para - medical & other peripheral services was done by GAIL by engaging the contract services of M / s U.P. Purva Sainik Kalyan Nigam Limited (UPSKNL) , and Gail Karmachari Vetan Boghi Shahakari Samiti ( GKVBSS ) who in turn engaged workmen for providing Secretarial , & Para - medical & other peripheral services.

It is submitted that the above contract was thereafter awarded to M / s Global S.S. Construction Pvt . Ltd. , Mumbai vide Work Order No.GAIL / Pata / C & P / 20011942 / 5300007624 dt.19.05.07 for a period of two years from 5th May , 2007 to 5th July , 2009. The copy of the Work Order dated 19.05 .07 and the Labour License no K - 46 ( L - 60 ) / 2007 / E3 dated 03.05.2007 of M / s Global S.S. Construction Pvt. Ltd. is filed herewith.

It is averred that claimant Ramanand was not direct employee of GAIL, Pata. It is further averred that claimant Ramanand was engaged by contractor UPSKNL to work as contract worker for GAIL. Ramanand was appointed by M/s UPSKNL which was the contractor of GAIL, Pata. It is further averred that from 29/07/1999 up to 17/08/2011 claimant was working with UPSKNL. It is further stated that UPSKNL was taking the attendance of the claimant and was paying the wages. GAIL had no employer-employee relationship with the claimant. Claimant was never selected by GAIL management.

In the rejoinder claimant has virtually reiterated his stand taken in the claim application. It has been asserted by the claimant that the so called contractor referred by M/s GAIL to engage contract labour was sham and camouflage.

The points to be answered in this proceeding are as follows:

1. Whether in the factual background of this case M/s GAIL India Ltd. can be held as the employer of the claimant and whether there was employer-employee relationship between M/s GAIL India Ltd. And the claimant.
2. Whether the claimant is legally entitled to be reinstated in job in M/s GAIL India Ltd. with continuity of circumstances.
3. Whether the claimant is legally entitled to get full back wages for the period of disengagement.

In the statement of claim it has been averred by the claimant that he was selected by M/s GAIL India Ltd. but imposed on the contractor without the knowledge of the contractor and that workman was doing secretarial job and that the officer of the M/s GAIL India Ltd. supervised his work. Though such claim has been made by the claimant there is no tangible evidence before the Tribunal that the claimant was actually selected by M/s GAIL India Ltd. to be appointed against any sanctioned post. It may be true that the claimant had worked inside the premises of M/s GAIL India Ltd. doing secretarial job but the same cannot be construed that M/s GAIL India Ltd. was the actual employer of the claimant. It may be true that the work done by the claimant was of great assistance to the officials of M/s GAIL India Ltd. and the sometimes leave and work were controlled by the GAIL officials but the same cannot be accepted to confer permanent job status on the claimant when he has not been appointed by the M/s GAIL India Ltd. management. It is doubtful if the claimant had actually under gone any selection process conducted by the M/s GAIL India Ltd. authority by way of inviting application for conducting open recruitment process. At this point it appears pertinent to mention that contract labour has not been totally abolished by the Contract Labour Regulation and Abolition Act as enunciated in the Case Law Steel Authority of India Vs. National Union of water front worker. [2001 (91) FLR 182]

On behalf of the workman side the Case Law Devinder Singh Vs. Municipal Council, Sanaur reported in [2011 (130) FLR 337] (Civil Appeal No. 3190 of 2011) has been relied. The aforesaid case law has not been rendered in respect of contract labour. The factual aspects dealt in the said case law are totally dissimilar from the Industrial Dispute raised by the workman Ramanand. The aforesaid case law does not bolster up the claims of workman Ramanand. On the other hand the stand of O.P. No. 1 strengthened by the spirit of the Case Law Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others and Bharat Heavy Electricals Ltd. Vs. Mahendra Prasad Jakhmola and others [2019 LLR 515]

Though in the Claim application it is stated by the claimant that M/s GAIL India Ltd. was not issued any license to engage contract labour the said stand appears to be fallacious as there is ample evidence that M/s GAIL India Ltd. was issued license to employ contract labour.

Even in the letter of appointment dated 18/08/2009 paper no. 19/22 Ramanand has been given appointment by M/s UPNL which is not actually GAIL. In the said letter Ramanand has been given contractual appointment to work at M/s GAIL India Ltd. for 11 months from the date of issuance of the letter. In such scenario the claim of Ramanand that he was selected by M/s GAIL India Ltd. authority and was directly appointed by M/s GAIL India Ltd. is found to be thoroughly untrue.



A person who has not been appointed by the M/s GAIL India Ltd. authority after proper selection procedure cannot legally claim to be employee under the M/s GAIL India Ltd.

Though it is vehemently submitted on behalf of the claimant side that the secretarial job done by the claimant (Rama Nand) was perennial in nature for smooth functioning of the M/s GAIL the contention on behalf of the claimant cannot be accepted as a strong ground for the claimant for absorption in any permanent post when it is prima facie found that he was appointed through contractor. Besides M/s GAIL has been legally permitted to engage contractors. O.P. witness Vinay Kerketa has deposed that the appointment letter at Page 17/21 was issued by a contractor in favour of Rama Nand. Though the said witness has deposed his ignorance about presence of any representative of M/s GAIL Pata at the time of payment of wages by the contractor to Ramanand for such failure it cannot be concluded that the M/s GAIL adopted unfair labour practice though the representative of M/s GAIL should over-see payment of wages to labourers engaged through contractors. The Labour Enforcement officer Central, Kanpur has reported that there are no position of Office Clerk, Stenographer, Data Entry Operator in GAIL Pata and nature of job of contract worker was indispensable for smooth functioning of GAIL and that some contract workers were working for GAIL for several years on wages above the minimum wages. The report of the Labour Enforcement Officer cannot be read as strong evidence since in the said report the Labour Enforcement Officer has also suggested that the detailed enquiry with regard to the allegation of violation of Rule 25 of the Contract Labour R and A Rules, 1971 is needed. In Steel Authority of India Versus National Union of Waterfront Workers it has been authoritatively pronounced by the Hon'ble Supreme Court in the following words: (Para 117 -3)

Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labourer on issuing a notification by appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labourer, in any process operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labourer working in the concerned establishment.

In view aforesaid authoritative view pronounced by the Hon'ble Supreme Court contract labour cannot be automatically absorbed In the establishment for which his engagement has been sought only when the contract is found to be camouflage the so called contract labourers have to be treated as employees of the principal employer. In the case in hand the contract on the strength of which Ramanand was engaged in GAIL cannot be treated as sham or camouflage as the GAIL has been permitted to engage contract labourers in non core activities. Though there is no well spelled distinction between core activities and non core activities by common knowledge it can be said here that GAIL is an engineering organization and non engineering activities can be treated as non core activities though the importance of non core activities cannot be completely winked at. In view of the discussion stated above the claim of claimant Ramanand for absorption in GAIL is not permissible on facts and law. After all, regular appointments in public sector undertakings are to be made after following the guidelines of public appointment which include strict observance of reservation and other basic qualifications.

The point is answered against the claimant.

Ramanand has not raised any claim against UPSKNL or any other contractor, he has only prayed for the reliefs of declaring GAIL India Ltd. as his employer and has prayed for the reliefs of reinstatement with continuity of service and for direction of full back wages. In the foregoing discussions it has been concluded that GAIL had no direct employer-employee relationship with Ramanand. In view of the prayer of the workman no order is made against UPSKNL.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Kanpur.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer